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## CITY OF WICHITA KANSAS

City Council Meeting 09:30 a.m. June 28, 2011

First Floor Board Room 455 North Main

OPENING OF REGULAR MEETING
Call to Order
Approve the minutes of the regular meeting on June 21, 2011
II. CONSENT AGENDAS (ITEMS 1 THROUGH 24)
NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired the item will be removed from the "Consent Agendas" and considered separately
(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)
COUNCIL AGENDA
VIII. COUNCIL MEMBER AGENDA
None
IX. COUNCIL MEMBER APPOINTMENTS
1. Board Appointments.
RECOMMENDED ACTION: Approve the Appointments.
Adjournment
***Workshop to follow***

## (ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 24)

## II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated June 27, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;

authorize necessary signatures.

## 2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2011	(Consumption off premises)
Cari Spainhour	Quik Trip #313***	3164 South Hillside
Cari Spainhour	Quik Trip #313  Quik Trip #320***	1021 West 31st Street South
Cari Spainhour	Quik Trip #320****	6011 West Central
Cari Spainhour	Quik Trip #325***	1414 North Oliver
Cari Spainhour	Quik Trip #326***	2010 South Broadway
Cari Spainhour		2801 South Hydraulic
•	Quik Trip #328***	<u>-</u>
Cari Spainhour	Quik Trip #329***	5602 East Harry
Cari Spainhour	Quik Trip #343***	242 South Tyler
Cari Spainhour	Quik Trip #345***	4020 South Meridian
Cari Spainhour	Quik Trip #347***	1532 South Seneca
Cari Spainhour	Quik Trip #349***	1112 West Douglas
Cari Spainhour	Quik Trip #353***	110 South Rock Road
Cari Spainhour	Quik Trip #356***	4808 South Hydraulic
Cari Spainhour	Quik Trip #358***	7120 West 21st Street North
Cari Spainhour	Quik Trip #360***	3933 West 13th Street
Cari Spainhour	Quik Trip #366***	1620 South Webb Road
Cari Spainhour	Quik Trip #368***	626 West 21st Street North
Cari Spainhour	Quik Trip #369***	3216 East Harry
Cari Spainhour	Quik Trip #372***	3126 East Pawnee
Cari Spainhour	Quik Trip #373***	1610 East Lincoln
Cari Spainhour	Quik Trip #374***	10315 West 13th Street
Cari Spainhour	Quik Trip #376***	2106 South Rock Road
Cari Spainhour	Quik Trip #378***	5611 South Broadway
Cari Spainhour	Quik Trip #383***	11223 East Central
Cari Spainhour	Quik Trip #384***	2510 West Pawnee
Cari Spainhour	Quik Trip #386***	1010 East Douglas Avenue
Cari Spainhour	Quik Trip #388***	7991 East 37th Street North
Cari Spainhour	Quik Trip #389***	4730 East Central
Cari Spainhour	Quik Trip #391***	730 North Broadway
Lori Cottrell	Walmart Market #5856***	601 North West Street
Lori Cottrell	Walmart Market #5855***	10550 West Central Avenue
Lori Cottrell	Walmart Market #5860***	9831 East Harry
Lori Cottrell	Walmart Supercenter #1507***	3030 North Rock Road
Lon Courch	Wannart Supercenter #1507	3030 Horai Rock Road

<sup>\*\*\*</sup>Retailer grocery stores, convenience stores, etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

#### 3. Preliminary Estimates:

a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

#### 4. Deeds and Easements:

a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

## 5. Agreements/Contracts:

- a. Acquisition of Water Line Easement for McEvoy Addition Water Line Project at 1952 South 123rd Street East. (District II)
- b. Agreement to Respread Assessments, Stonebridge 3rd Addition. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

## 6. <u>Design Services Agreement:</u>

a. Agreement for Design Service for Paving, Sanitary Sewer, and Water System Improvements in Greenwich Business Center Addition, east of Greenwich, south of 29th Street North. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

#### 7. Change Orders:

- a. Change Order No. 1: Electric Power Substation.
- b. Change Order No. 1: Lawrence-Dumont Stadium, Artificial Turf Replacement. (District IV)
- c. Change Order No. 1: Lawrence-Dumont Stadium, Main Electrical Service Replacement. (District IV)
- d. Change Order No. 4: 135th Street West Waterline, between 21st and 29th. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

#### 8. Property Acquisition:

a. Partial Acquisition of 3403 South Seneca for the Seneca: 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

#### 9. Minutes of Advisory Boards/Commissions

Wichita Public Library, May 17, 2011 Board of Electrical Appeals, April 12, 2011 Wichita Employees' Retirement System, May 18, 2011

RECOMMENDED ACTION: Receive and file.

## 10. Purchase Option (WSM Properties). (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease

Agreement and Special Warranty Deed to convey the property to WSM

Properties and authorize the necessary signatures.

#### 11. Child Care Licensing Grant Award.

RECOMMENDED ACTION: Approve the grant award and authorize the necessary signatures.

12. Acceptance of State Historic Preservation Grant to host the 2012 Kansas Preservation Conference.

RECOMMENDED ACTION: Accept the grant award and authorize the City Manager to sign the agreement.

13. Relocation of Pipeline in Berkeley Square Addition, north of 13th, west of Greenwich. (District II)

RECOMMENDED ACTION: Approve the payment from the petitioned project to Greenwich 13, LLC for the

relocation of the pipeline.

14. Notice of Intent to Use Debt Financing - Parking Facilities Program.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

15. Notice of Intent to Use Debt Financing Amendment - Air Capital Terminal 3 (ACT 3) Program.

RECOMMENDED ACTION: Adopt the Amended Resolution and authorize the necessary signatures.

16. Settlement of Claim for Damages.

RECOMMENDED ACTION: Authorize payment of \$13,025 as a full settlement of all possible claims which

were made or could have been made in the claim.

17. Second Reading Ordinances: (First Read June 21, 2011)

a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

## II. CONSENT PLANNING AGENDA ITEMS

- NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.
  - 18. <u>\*ZON2011-00010 City zone change from B Multi-family Residential ("B") to GC General Commercial ("GC"); generally located west of Broadway and north of 24th St. North.</u> (District VI)
    - RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and protective overlay and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).
  - 19. \*ZON2011-00017 associated with CUP2011-00015 a zone change from LI Limited Industrial and LC Limited Commercial to GC General Commercial, and DP-254 Kiser West Commercial Community Unit Plan Amendment #1; generally located on the southwest corner of 13th Street North and Greenwich Road. (District II)
    - RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and DP-254
      Amendment #1 subject to the recommended conditions; authorize the Mayor to sign the ordinance and withhold publication of the ordinance until the plat is recorded with the Register of Deeds (simple majority required).
  - 20. \*SUB2011-00023 -- Plat of Kiser West 2nd Addition located on the southwest corner of 13th Street North and Greenwich. (District II)
    - RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.
  - 21. \*SUB2009-00080 -- Plat of Twin Mill Estates located on the northeast corner of 127th Street East and 39th Street South. (County)
    - RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.
  - 22. \*A11-02 Request by Hawker Beechcraft Corporation and Venture Seven Development, LLC to annex lands generally located near the southwest corner of 13th Street North and Greenwich. (District II)
    - RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

#### II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

#### II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

23. \*Electrical and Communication Duct Bank Extensions - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

24. \*Airfield Pavement Joint Reseal - Change Order No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.

## PRELIMINARY ESTIMATES FOR CITY COUNCIL JUNE 28, 2011

- a. 2011 Contract Maintenance Pavement Preservative Seal (north of 63rd Street South, east of 135th Street West) (472-84996/132724/) Traffic to be maintained using flagpersons and barricades. (District II,VI)
- b. Storm Water Drain #371 to serve Stonebridge 3rd Addition (north of 13th Street North, east of 143rd Street East) (468-84734/751496/485387) Does not affect existing traffic. (District II)
- c. Water Distribution System to serve Cornfield Addition (north of 55<sup>th</sup> Street South, east of Seneca (District IV) (448-90458/735448/470-121)
- d. Water Distribution System to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize). (District V) (448-90473/735445/470-118)
- e. Paving on Mariposa and Pueblo from Ridge to Sierra, and Sierra from Mariposa between Mariposa and Kellogg to serve Airport Industrial Addition (south of Kellogg, east of Ridge). (District V) (472-84646/766198/490-216)
- f. Paving on Lark Court from the east line of Lark, east to and including the cul-de-sac to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize). (District IV) (472-84889/766252/490-270)

## **DEEDS AND EASEMENTS – JUNE 28, 2011**

a. Storm Water Drainage and Detention Basin Improvements Easement dated May 27<sup>th</sup>, 2011 from Hampton Lakes Master Association for a pond lying within Reserves B and C, Prairie Pointe Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA #751499) No cost to City.

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of Water Line Easement for McEvoy Addition Water Line Project at

1952 South 123<sup>rd</sup> Street East (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the acquisition.

**<u>Background:</u>** On November 2, 2010, the City Council approved a petition for the construction of a water line to provide service to McEvoy Addition in southeast Wichita. Due to the location of the existing asphalt mat street, and the sanitary sewer line within the street right-of-way, it will be necessary to acquire an easement.

<u>Analysis:</u> The acquisition of the easement will save the improvement district money by not requiring the water line to be constructed under the existing pavement at the intersection of Mt. Vernon and 123<sup>rd</sup> Street East. This would have required the removal and replacement of the pavement in this area. The owner has accepted an offer of \$200 or \$0.25 per square foot for the easement.

**<u>Financial Considerations:</u>** The funding source for the project is Special Assessments. A budget of \$225 is requested. This includes \$200 for the acquisition and \$25 for recoding fee.

<u>Goal Impact:</u> This acquisition addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the budget and authorize the necessary signatures.

**<u>Attachment</u>**: Map and signed easement.

**Label Address** Label Subbiv

Label SubDiv Block Num

Sewer Manhole Label Subbiv Hydrant Schematic

Water Valve Schematic

Storm Conduit Storm

×

Sewer Flov R

Water Lines Schematic Sewer Lines 18

Roads

US Federal High State Highway

Interstate

18888

Arterial

X

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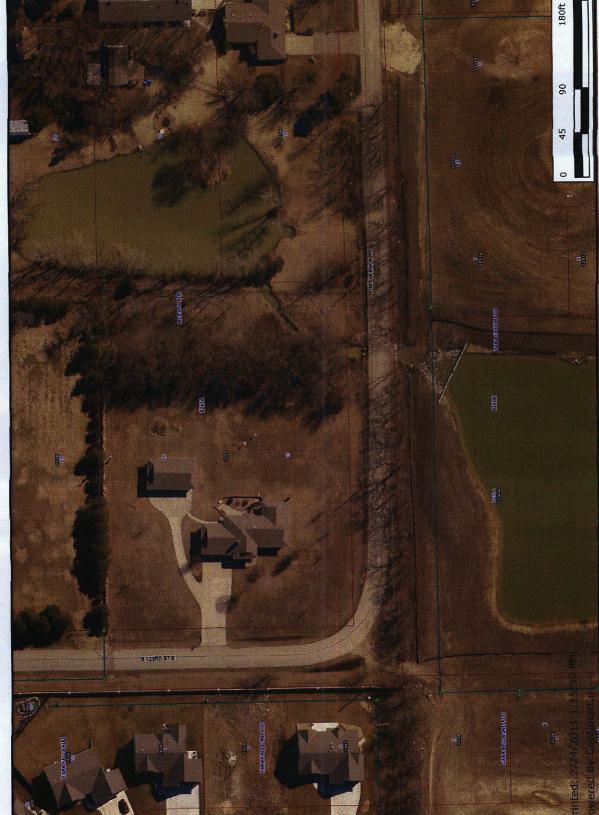
Quarter Section

Airports

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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and one dustons drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, firmliness or completeness of any of the data provided here and used for the preparation of these maps has been obtained from public records not oreated or maintained by the City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the mader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning.



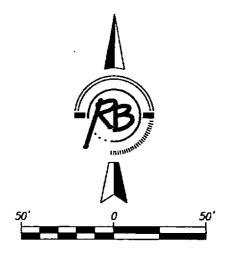


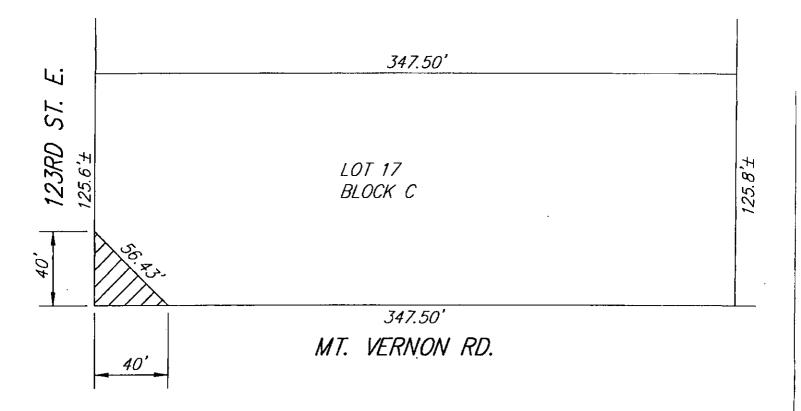


## UTILITY EASEMENT EXHIBIT

Clorey David B & Jean M Wayne 1952 S. 123rd St. E. C 52860

Easement Area: 800 Sq. Ft.±







Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main Wichita, Kansas 67203 www.rbkonsas.com (316) 264-8008 (316) 264-4621 fax E-mail: info@rbkonsas.com

## **PUBLIC UTILITY EASEMENT**

THIS EASEMENT made this day of	_, 20,
by and between <u>David B. Clarey &amp; Jean M. Wayne</u>	
of the first part and the City of Wichita of the second part.	
WITNESSETH: That the said first part, in consideration of the sum (\$200), the receipt whereof is hereby acknowledged, do hereby grant ar second party right-of-way and easement for the purpose of construction utilities along and under the following described real estate situated in Section wit:	nd convey unto the said on and maintenance of
That part of Lot 17, Block C, McEvoy Addition, Sedgwick County, Kansas, of at the southwest corner of said Lot 17; thence north along the west line of sthence southeasterly, 56.43 feet to a point on the south line of said lot 17, steast of the southwest corner of said Lot 17; thence west along said south libeginning.	said Lot 17, 40 feet; said point being 40 feet
IN WITNESS WHEREOF: The said first part ha signed thes year first written.	e presents the day and
Carl Brewer, Mayor David B. Clarey	Clary
	Wayne -
Karen Sublett, City Clerk	

15

Gary E. Rebenstorf
Director of Law

## STATE OF KANSAS) SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid

\*\*David B. Clarry and Glan M. Wayne\*\*

to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

\*\*Dated at Wichita, Kansas, this 24 day of May , 20 11.\*\*

\*\*Deth G Dawnth\*\*

Notary Public

(My Commission expires 1 buay 20, 2015)

OFFICIAL MY COMMISSION EXPIRES

#### Agenda Item II-5b

# City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Agreement to Respread Assessments: Stonebridge 3<sup>rd</sup> Addition (District II)

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

**Recommendation:** Approve the Agreement.

**<u>Background:</u>** The landowner, FLKS Land Development, LLC has submitted an Agreement to respread special assessments within Stonebridge 3<sup>rd</sup> Addition.

<u>Analysis:</u> The land was originally included in improvement districts for Paving Improvements, Sanitary Sewer Main Improvements, and Storm Water Drain Improvements. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

**Financial Considerations:** There is no cost to the City.

<u>Goal Impact</u>: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

<u>Legal Considerations:</u> The Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Respread Agreement.

## AGREEMENT BY AND BETWEEN

## THE CITY OF WICHITA, KANSAS

Party of the First Part

and

FLKS Land Development, LLC, a Kansas limited liability company, Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Street, Sanitary Sewer Main, and Storm Water Drain Improvements within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 through 30, Block C, Stonebridge 2nd Addition, Wichita, Sedgwick County, Kansas (Key No. C-63989 through C-64018, inclusive) now platted as Lots 1 through 26, Block A, Stonebridge 3rd Addition, Wichita, Sedgwick County, Kansas, were part of the improvement district where said improvements have been made for the following City Projects:

Paving Improvements Project No. 472-84594

Sanitary Sewer Main Improvements Project No. 468-84127 Storm Water Drain #331 Improvements Project No. 468-84395

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 26, Block A, Stonebridge 3rd Addition, shall each pay 1/26 of the total cost apportioned to the property described above.

- 3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.
- 4. The Party of the Second Part further waives its right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.
- 5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the day of	e Parties hereto have executed this agreement the _, 2011.
	The City of Wichita, Kansas
	By:
	Carl Brewer, Mayor Party of the First Part
Approved as to form:	Attest:
Director of Law	Karen Sublett, City Clerk

STATE OF KANSAS ) SEDGWICK COUNTY ) SS:	
BE IT REMEMBERED, that on this the undersigned, a Notary Public, in and for tas Mayor of The City of Wichita, Kansas, per executed the within instrument of writing and execution of the same.	
IN WITNESS WHEREOF, I have her day and year last above written.	reunto set my hand and affixed my official seal, the
My Appointment Expires:	Notary Public

Party of the Second Part:
FLKS Land Development, LLC
By: Steven R. Barrett, Member
STATE OF KANSAS ) SEDGWICK COUNTY ) SS:
BE IT REMEMBERED, that on this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
JUDITH M. TERHUNE Notary Public - State of Kansas My Appt. Expires /1-7-13  Notary Public Notary Public
My Appointment Expires:
11-7-13

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Paving, Sanitary Sewer, and Water System

Improvements in Greenwich Business Center Addition (east of Greenwich, south

of 29<sup>th</sup> Street North) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the agreement.

**Background:** On April 5, 2011, the City Council approved petitions for paving, sanitary sewer and water system improvements in Greenwich Business Center Addition.

<u>Analysis:</u> The proposed agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$72,000 and will be paid by special assessments.

<u>Goal Impact:</u> This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a new subdivision.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

#### AGREEMENT

for

#### PROFESSIONAL SERVICES

between

#### THE CITY OF WICHITA, KANSAS

and

#### MKEC ENGINEERING CONSULTANTS, INC.

for

#### GREENWICH BUSINESS CENTER ADDITION

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER". WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90517** serving Lots 1 through 18, Block 1; Lots 1 and 2, Block 2; Lots 16 and 17, Block 3; Unplatted Tract A, Greenwich Business Center Addition (east of Greenwich, south of 29<sup>th</sup> Street North) (Project No. 448 90517).

**WATER DISTRIBUTION SYSTEM NO. 448 90518** serving Lots 1 through 6, Block 1; Lot 7, Block 1, W90'; Lots 18, Block 1, W 250' of the S 250', Greenwich Business Center Addition (east of Greenwich. south of 29<sup>th</sup> Street North) (Project No. 448 90518).

**LATERAL 173, WAR INDUSTRIES SEWER** serving Lots 1 through 18, Block 1; Lots 1 and 2, Block 2; Lots 16 and 17, Block 3, Greenwich Business Center Addition (east of Greenwich, south of 29<sup>th</sup> Street South) (Project No. 468 84742).

**LATERAL 174, WAR INDUSTRIES SEWER** serving Lots 1 through 6, Block 1; Lot 7, Block 1, W 90'; Lot 18, Block 1, W 250' of the S 250', Greenwich Business Center Addition (east of Greenwich, south of 29<sup>th</sup> Street South) (Project No. 468 84743).

**27<sup>th</sup> STREET,** from the east line of Greenwich to approximately 100 feet east of the southeast corner of Lot 5, Block 1, (east of Greenwich, south of 29<sup>th</sup> St North) (Project No. 472 84981).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Monarch Landing  $2^{nd}$  Addition and perform the PROJECT tasks outlined in Exhibit A.

## II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

#### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the EN-GINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

TOTAL	\$72,000.00
Project No. 472 84981	\$53,900.00
Project No. 468 84743	\$ 2,500.00
Project No. 468 84742	\$ 7,000.00
Project No. 448 90518	\$ 3,000.00
Project No. 448 90517	\$ 5,600.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party benefi-

ciary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

	BY ACTION OF THE CITY COUNCIL	
	Carl Brewer, Mayor	
SEAL:		
ATTEST:		
Karen Sublett, City Clerk	_	
APPROVED AS TO FORM:		
Gary Rebenstorf, Director of Law	_	
	MKEC ENGINEERING CONSULTANT, INC.	
	(Name & Title)	
ATTEST:		

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

#### A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

- 1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
- 2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
- 3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
- 4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
- 5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
- 6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
- 7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
- 8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

- 9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
- 10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
- 11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
- 12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
- 13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
- 14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90517).
  - Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 90518).
  - c. Plan Development for the sewer improvements by 120 days from notice to proceed. (Project No. 468 84742).
  - d. Plan Development for the sewer improvements by 120 days from notice to proceed. (Project No. 468 84743).
  - e. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 84981).

## Attachment No. 1 to Exhibit "A" – Scope of Services

#### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

## **Storm Water Pollution Prevention**

For <u>any</u> project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita Environmental Services 1900 E. 9<sup>th</sup> St. North Wichita, KS 67214

THIS INCLUDES <u>ALL</u> PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of <u>all</u> City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a <u>measured quantity</u> bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in <u>every</u> plan set developed for the City of Wichita, regardless of project size.

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1- Electric Power Substation (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the change order.

Background: On August 17, 2010, the City Council approved a contract with JF Electric Inc. to construct an electric substation to power the Aquifer Storage and Recovery Facility (ASR). The substation will contain extremely high voltage transformers, switches and lines. At the time of bidding, it was expected that City workers would enter the substation yard to operate switches. After further consideration, it has been determined that a Supervisory Control and Data Acquisition (SCADA) communication and control system should be installed to allow staff to operate critical functions from the safer confines of a nearby control room. The SCADA system will also have the capacity to monitor the entire ASR electrical system for outages. This will allow staff performing repairs to go directly to the location of the outage rather than visually inspecting miles of power lines to find the location. A change order has been prepared for the cost of the additional work.

<u>Analysis:</u> The SCADA system will convert the operation of the substation from an onsite, manual process to an automated status and control system. It will also monitor system wide outages from the control room to reroute transmission line power and allow repair of de-energized lines. The system will significantly enhance workplace safety and eliminate specialized training that would be required for an onsite manual operation.

<u>Financial Considerations:</u> The total cost of the additional work is \$21,640, with the total paid by the Water Utility. The original contract amount is \$3,992,598. This change order represents 00.54% of the original contract amount. Funding is available within the existing project budget.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing a needed water supply.

<u>Legal Considerations:</u> The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order No. 1 and authorize the necessary signatures.

**<u>Attachments:</u>** Change Order No. 1.



June 2, 2011

## **CHANGE ORDER**

To: JF Electric Inc.

Change Order No.: 1001 Purchase Order No.: DP130066 CHARGE TO OCA No.: 633970 Project: Substation Construction ASR Project BP 12

Project No.: 788012 OCA No.: 633970 PPN: 788012

Please perform the following extra work at a cost not to exceed \$21,640.00

#### **Additional Work**:

- 1. Purchase and install hardware including SCADA screen to allow City staff to operate critical functions of the substation from the safe confines of the Control Room.
- 2. Purchase and install hardware to allow SCADA map of the well Field power distribution system to be developed and used for monitor and control of the well field power distribution system.

#### Reason for Additional Work:

- 1. Safety of City staff. The original plan was to provide limited monitoring of the substation via SCADA, with City staff performing manual control functions in the substation yard. However, after further education of regarding operator safety and training requirements, it was determined that the installation of automated status and control of substation devices was necessary.
- 2. Safety and expedience of City staff for maintenance of the power distribution system. The ability to monitor the location of an outage in the system will allow staff to determine affected areas and isolate it safely from the rest of the system. This will allow City staff to go directly to the location of an outage rather than visually inspect miles of power lines saving considerable amounts of time. The ability to isolate the affected area from the control room rather than on site will guarantee that the system is properly re-reouted and staff can safely work on un-energized power lines.

<u>Item</u>	Negot'd/Bid	Qty	<b>Unit Price</b>	Extension
1. Substation Hardware	-	1 ls	\$8,000.00	\$8,000.00
S. SCADA Power		1 ls	\$13,640.00	\$13,640.00
Distribution Monitor Maps				
& Hardware				

CIP Budget Amount: \$23,600,000.00	Original Contrac	Original Contract Amt.: \$3,992,598.00			
Consultant: RW Beck & Associates	Currnt CO Amt.	Currnt CO Amt.: \$21,640.00 Amt. of Previous CO's: \$0.00 Total of ALL CO's: \$21,640.00 % of Orig. Contract / 25% Max: 0.54% Adjusted Contract Amt.: \$4,014,238.00			
Exp & Encumbr. To Date: \$23,519,					
CO Amount: \$21,640.00					
Unencum. Bal. After CO: \$59,042.52	2 Adjusted Contra				
Recommended By:	Approved:				
Dennis H Sanders Date	Deb Ary, P.E.	 Date			
Construction Admin. Manager RW Beck & Associates	Water Operation Supt.				
Approved:	Approved:				
Contractor Date	Jim Armour, P.E.	Date			

Co-Director of Public Works & Utilities

Approved as to From:		By Order of the City Council:		
Gary Rebenstorf Director of Law	Date	Carl Brewer Mayor	Date	
		<b>Attest:</b>		
		City Clerk		

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1 - Lawrence-Dumont Stadium – Artificial Turf Replacement

(District IV)

**INITIATED BY:** Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve the change order.

<u>Background:</u> Lawrence-Dumont Stadium is a historic baseball stadium and home to the Wichita Wingnuts, a member of the American Association of Independent Baseball. The stadium is one of the oldest facilities for professional baseball still in use in the United States.

Considerable work has been done over the years to update the facility; however there is an ongoing need to keep the stadium functional and maintain both a satisfactory level of fan enjoyment, as well as an acceptable level of play and player's safety. The latest project underway and nearing completion is the replacement of the playing surface with new artificial turf.

<u>Analysis:</u> On March 1, 2011, the City Council approved the selection of ATG Sports by the Staff Screening and Selection Committee, and a contract was entered into for the replacement of the infield and outfield playing surfaces of Lawrence-Dumont Stadium with new artificial turf.

During the course of construction, several add alternate items that were bid in the original contract were determined to be required. Once excavation occurred, it was determined that the add alternate bid for fly ash work was needed. The add alternate work consists of applying fly ash to the existing outfield subsurface to stabilize the former natural turf portion of the playing field, installing one in-ground electrical outlet behind the pitcher's mound, installing geo-textile fabric in lieu of 20 mil vapor barrier under rock base in the outfield to assist in drainage, and using PVC "nailer" in lieu of treated lumber to increase longevity of the product.

Other items resulting in change were repairing and relocating an electrical conduit which were not indicated on previous drawings, or locates, containing the wires from the amplifiers to the speakers on the tower located behind the outfield wall, substituting a geo-textile fabric in lieu of 20 mil vapor barrier, and substituting a PVC nail down strip in lieu of treated lumber.

<u>Financial Considerations:</u> The total cost for the additional work is \$66,283. The original contract amount is \$889,967. This change order represents 7.4% of the original contract amount. The approved budget for the turf replacement is \$1,100,000. Funding is available within the existing project budget.

**Goal Impact:** This project addresses the Enhance Quality of Life goal by providing an entertainment facility that is code compliant and offers current technology in an historic setting.

**Legal Considerations:** The Law Department has approved the change order as to form.

**Recommendation/Action:** It is recommended that Council approve Change Order No. 1 and authorize the necessary signatures.

**Attachment:** Change Order No. 1.



May

**CHANGE ORDER** 

To: ATG Sports Industries Inc. Project: LDS Turf Replacement

Change Order No.: 1 Project No.: 435463
Purchase Order No.: 130388 OCA No.: 792546

CHARGE TO OCA No.: 792546 PPN:

PUBLIC WORKS-BUILDING SERVICES DIVISION

Please perform the following extra work at a cost not to exceed \$66,283.38

#### **Additional Work:**

- A. Apply fly ash to all areas of playing field that were previously natural turf playing surface to stabilize existing sub-grade.
- B. Install one (1) in-ground electrical outlet behind the pitcher's mound per add alternate number 6.
- C. Repair of unknown conduit located in left field damaged during soil stabilization mixing, lowering of remaining conduit in conflict with field drainage tile.
- D. Lower floor of dugouts 12" as part of dugout renovation accepted with proposal.
- E. Install geotextile fabric in lieu of 20 mil vapor barrier under tock base in outfield.
- F. Install 1-1/2" of top course rock over the existing asphalt in the infield area to reduce "crown" effect of existing asphalt.
- G. Install PVC "nailer" material in lieu of wood at pitcher's mound, and around infield perimeter.

#### **Reason for Additional Work:**

- A. It was determined once the existing outfield natural turf playing surface was removed, the sub-base needed to be stabilized to provide a solid base for the new artificial playing surface to prevent future settling, or possible "soft" spots from developing. This work was done per unit cost of \$4.70/SY included in the proposal.
- B. Accepted negotiated add alternate number six from original RFP. Convenient outlet located behind pitcher's mound for use with pitching machine and equipment without running extension cords across infield from dugout locations.
- C. Conduit running to sound system speakers on tower in outfield was unmarked, and not on drawings used during design or construction. Stabilization equipment hit this conduit, and pulled all sound system wiring to tower out of remaining conduit.
- D. The floor of renovated dugouts were demolished, removed, and placed back at an elevation 12" lower than previous floors, making the new height to the dugout roofs 7'-1". This work was donated to the City at no additional cost to the project.
- E. Geotextile fabric was used at the request of Storm Water to minimize runoff of the new artificial playing surface, and help with drainage of the new system.
- F. Install and laser grade approximately 1-1/2" of fine top course rock over the existing asphalt on the infield area to eliminate some the "crown" of the previous playing grade. This work was done at no cost to the City.
- G. PVC "nailer" material was chosen in lieu of treated lumber due to its longevity and resistance to weathering effects.

Item	Negot'd/Bid	Qty	Unit Price	Extension
(A) Outfield Stabilization	Bid	12,286SY	\$4.70	\$57,744.20
(B) In-Ground Electrical Outlet	Bid	1	\$7,820.00	\$7,820.00
(C) Conduit Repair	Bid	1	\$2,987.18	\$2,987.18
(D) Lower Dugout Floors 12"	Bid	1	\$0	\$0
(E) Install Geotextile Fabirc	Bid	1	\$(2,648.00)	\$(2,648.00)
		0.4		

CIP Budget Amount: \$1,100,000.00	Original Contract Amt.: \$889,966.67	
Consultant: SJCF	Currnt CO Amt.: \$66,283.38	
Exp & Encumbr. To Date: \$889,966.67	Amt. of Previous CO's: \$0.00	
-	Total of ALL CO's: \$66,283.38	
CO Amount: \$66,283.38	% of Orig. Contract / 25% Max: 7.4%	
Unencum. Bal. After CO: \$143,749.95	Adjusted Contract Amt.: \$956,250.05	

1

250lf

\$0

\$1.52

\$0

\$380.00

(F) Install1-1/2" top Course Rock Bid (G) PVC Nailer in Lieu of Wood Bid

	Approved:		
Date	Ed Martin Building Services Manager	Date	
	Approved :		
Date	Jim Armour, P.E. Co-Director of Public Works	Date S & Utili	ties
	By Order of the City Council:		
Date	Carl Brewer	Date	— Mayor
	Attest:City Clerk		
	Date	Building Services Manager  Approved:  Jim Armour, P.E. Co-Director of Public Works  By Order of the City Counce  Carl Brewer	Date  Ed Martin Building Services Manager  Approved:  Jim Armour, P.E. Co-Director of Public Works & Utilit  By Order of the City Council:  Carl Brewer  Date  Attest:

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1 - Lawrence-Dumont Stadium – Main Electrical Service

Replacement (District IV)

**INITIATED BY:** Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve the change order.

**Background:** Considerable work has been done over the years to update Lawrence-Dumont Stadium. There is an ongoing need to keep the stadium functional and maintain both a satisfactory level of fan enjoyment, as well as an acceptable level of play and players safety. One of the latest projects underway and nearing completion is the replacement of the main electrical service and field lighting for the stadium. On May 11, 2010, the City Council approved a resolution including the design and replacement of the main electrical service and field lighting for Lawrence-Dumont Stadium. On March 22, 2011, the City Council approved a contract with Shelley Electric Inc. to construct the project.

The electrical service and field lighting replacement project was developed with several options built in as add-alternates to the base bid in regards to the field lighting. The most attractive and most affordable of these options was to utilize the existing light poles and bases; and replace the light fixtures and electrical feeds running through the existing poles. Upon inspection of the existing poles, it was discovered that the nearly 25 year old poles were no longer structurally sound due to corrosion at the pole bases. It was also discovered that the existing pole bases were substantially inadequate in regards to size and reinforcement to support new light poles and fixtures.

<u>Analysis:</u> At the time of bidding the project, the soil analysis report had not been completed due to the late discovery of the existing light poles and bases no longer being a viable usable option. In order to keep the project on schedule and avoid delays in bidding, project engineers provided a "base line" foundation design for the purpose of bidding, with the understanding the design would be completed upon receiving the full soil boring samples and reports from the soil engineer firm. The resulting pole base foundations design based on the soil sample findings and reports from the soil engineers resulted in substantial increases in foundation sizes and reinforcing requirements.

**Financial Considerations:** The total cost for the additional work is \$98,178. The original contract amount is \$1,050,500. This change order represents 9.3% of the original contract amount. The approved budget for the electrical service and field lighting replacement is \$1,260,000. Funding is available within the existing project budget.

<u>Goal Impact:</u> This project addresses the Enhance Quality of Life goal by providing an entertainment facility that is code compliant and offers current technology in an historic setting.

**<u>Legal Considerations:</u>** The Law Department has approved the change order as to form.

**<u>Recommendation/Action:</u>** It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachment: Change Order No. 1





PUBLIC WORKS-BUILDING SERVICES DIVISION

**CHANGE ORDER** 

To: Shelly Electric Inc. 3619 West 29th St. South PO Box 12124 Wichita, KS 67277

Change Order No.: 1 Purchase Order No.: 130256

CHARGE TO OCA No.: 792560

**Project: New LDS Electrical Service** 

**Project No.: 435463** OCA No.: 792547

PPN:

Please perform the following extra work at a cost not to exceed \$98,178.00

#### **Additional Work**:

A. Direct change is cost to construct light pole bases/foundations for the new light poles and fixtures at Lawrence-Dumont Stadium based on soil boring reports and evaluations from Terrecon Engineering and project Structural Engineer.

#### Reason for Additional Work:

A. Soil reports were not available at the time of bidding the project due to boring samples not being completed in a timely manner. In order to keep the project on schedule and keep the bid date available, a base line light pole base was provided with the project bid documents, with the understanding the new design would be completed and made available prior to work beginning, and the subsequent change order would follow.

<u>Item</u>	Negot'd/Bid	Qty	Unit Price	<b>Extension</b>
(A) Light Pole Foundations	Bid	1	\$98,178.00	\$98,178.00

**CIP Budget Amount: \$2,360,000.00 Original Contract Amt.: \$1,050,500.00** Consultant: MFEC Currnt CO Amt.: \$98,178.00 Exp & Encumbr. To Date: \$2,106,970.05 Amt. of Previous CO's: \$0.00 Total of ALL CO's: \$98,178.00 CO Amount: \$98,178.00 % of Orig. Contract / 25% Max: 9.3%

Recommended By:		Approved:	
Jeff Myers Project Manager	Date	Ed Martin Building Services Manager	Date
Approved:		Approved :	
Scott E Michaelis Shelley Electric, Inc.	Date	Jim Armour, P.E. Co-Director of Public Work	Date S & Utilities
Approved as to From:		By Order of the City Counc	cil:
Gary Rebenstorf Director of Law	Date	Carl Brewer	Date Mayor
Director of Law		Attest:City Clerk	

# City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 4- 135<sup>th</sup> Street West Waterline, between 21<sup>st</sup> and 29th (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On September 14, 2010, the City Council approved a contract with Wildcat Construction Co. Inc. to install a 24" waterline along 135<sup>th</sup> Street West, between 21<sup>st</sup> and 29<sup>th</sup>. A majority of the work was done by open trench excavation with a part of the work done by directional drilling. Due to the soil conditions encountered, the directional drilling could not be completed at the planned depth of approximately six feet without disturbing private property. A change order has been prepared for the additional cost to drill to a lower depth.

<u>Analysis:</u> The work consists of installing an additional 120 lineal feet of 24" pipe by directional drilling and a total of 425 feet of pipe at a depth of approximately 26 feet by the directional drilling process.

<u>Financial Considerations:</u> The total cost of the additional work is \$43,445, with the total paid by the Water Utility. The original contract amount is \$577,203. This change order plus previous change orders represents 7.52% of the original contract amount. Funding is available within the existing project budget.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing capacity improvements to the City's water transmission system.

<u>Legal Considerations:</u> The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 4 and authorize the necessary signatures.

**Attachments:** Change Order No. 4.



June 6, 2011

# **CHANGE ORDER**

To: Wildcat Construction

**Change Order No.:** 

Purchase Order No.: 930745 CHARGE TO OCA No.: 633816

CIP Budget Amount: \$900,000.00

Project: 135th St. Waterline, between

Original Contract Amt.: \$577,203.00

21st St. N & 29th St. N

4 Project No.: 448-89941

OCA No.: 633816 PPN: 750020

Please perform the following extra work at a cost not to exceed \$43,445.00

**Additional Work**: Directional drill additional 120' of 24" HDPE pipe

**Reason for Additional Work**: Due to underground soil conditions, directional drill could not be completed at plan depth without significant disturbance of the existing yard and landscaping at 2401 N. 135th St. Contractor had to drill pipe 26' deep and due to profile of the bore, overall length had to be extended 120' (sta. 29+66 to sta. 33+90). Contractor incurred additional costs for extra drilling depth.

<u>Item</u>	Negot'd/ Bid	Qty	Unit Price	<b>Extension</b>
Directional Drill 24" Pipe	Bid	120.0 lf	235.00	28,200.00
Freight and re-stocking	Invoiced	120.0 lf	27.33	3,279.60
Pipe, 24"	Bid	(120.0 lf)	88.00	(10,560.00)
Depth Adjustment	Negot'd	425.0 lf	53.00	22,525.00

Consultant: Transystems Exp & Encumbr. To Date: \$663,669.23  CO Amount: \$43,445.00 Unencum. Bal. After CO: \$202,885.77		Currnt CO Amt.: \$43,445.00 Amt. of Previous CO's: \$14,260.00 Total of ALL CO's: \$57,705.00 % of Orig. Contract / 25% Max: 07.52% Adjusted Contract Amt.: \$634,908.00			
Recommended By:		Approved:			
Greg Baalman, P.E Construction Engineer	Date	Jim Armour, P.E. City Engineer Co-Director of Public w	Date vorks & Utilities		
Approved:		Approved as to From	:		
Contractor Pat LaValley, Project N	Date Manager	Gary Rebenstorf Director of Law	Date		
By Order of the City	Council:				
Carl Brewer Mayor	Date	Attest:City Clerk			

# CITY OF WICHITA City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 3403 South Seneca for the Seneca: 31<sup>st</sup> Street South to

Interstate 235 Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

**Recommendation:** Approve the acquisition.

**Background:** On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31<sup>st</sup> Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. The property at 3403 South Seneca is at the southwest corner of Seneca and 33<sup>rd</sup> Street South. The site is zoned for and improved with a single-family residence. The project requires a twenty foot wide strip of land be acquired along Seneca as road right-of-way. The acquisition area consists of 3,000 square feet. There are some mature trees within the new right-of-way which will be removed to accommodate the project. Current access to the property is off of 33<sup>rd</sup> Street South.

Analysis: The estimated appraised value of the acquisition is \$7,500, or \$0.75 per square foot for the land and \$5,250 for the loss of mature trees. The owner agreed to accept \$6,500, \$1,000 less than the estimated appraised value of \$7,500. In exchange of the lessened amount, the City will install two driveway approaches along Seneca, which will allow the owner to have access to and from Seneca. The cost of the installation of the driveway on the owner's side of the property line will be paid for by the property owner.

<u>Financial Considerations</u>: The funding source is General Obligations Bonds. A budget of \$7,250 is requested. This includes \$6,500 for the acquisition and \$750 for closing costs and related charges.

**Goal Impact**: The acquisition of right-of-way is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations**: The Law Department has approved the purchase agreement as to form.

**Recommendation/Action**: It is recommended that the City Council; 1) Approve the purchase agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map and real estate purchase agreement.

#### REAL ESTATE PURCHASE CONTRACT

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer the below-described tract for road right-of-way by providing a good and sufficient Warranty Deed:

A tract in the Northeast Quarter, Section 7, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., Wichita, Sedgwick County, Kansas more particularly described as follows:

All of the East 20 feet of the following described tract:

Beginning at a point 30 feet West and 162.5 feet North of the Southeast corner of the North 50 acres of the East half of said Northeast Quarter; thence West parallel to the South line of said North 50 acres 281.5 feet; thence North parallel to the East line of the Northeast Quarter 150 feet; thence East 281.5 feet; thence South 150 feet to the point of beginning, except the West 12 feet thereof.

- 2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Six Thousand Five Hundred Dollars (\$6,500) in the manner following to-wit: cash at closing.
- 3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
- 4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
- 5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
- 6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

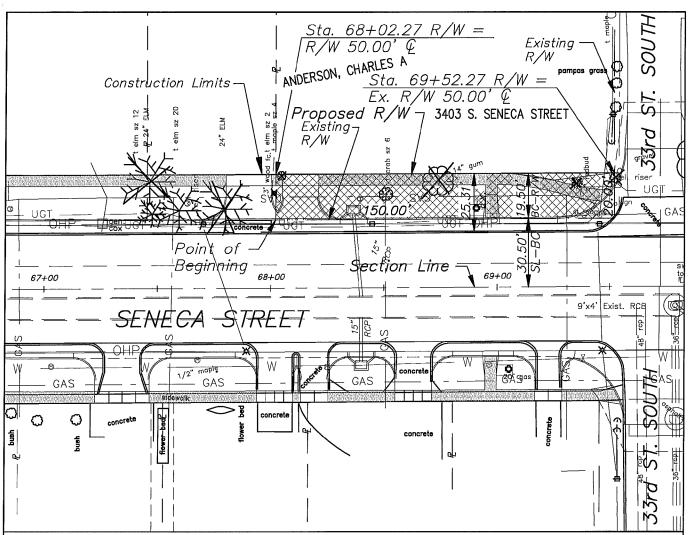
- 7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
- 8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before June 10, 2011.
- 9. Possession to be given to Buyer at closing.
- 10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

# 11. Site Assessment

- A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
- B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
- 12. Buyer and Seller hereby agree that Buyer will install two curb cuts; one at approximately Station 68+13.27 and the other at Station 69+22.79, per the preliminary plan and profile map dated January 2010.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:  Charles Anderson	
BUYER:	
Carl Brewer, Mayor	
ATTEST:	
Karen Sublett, City Clerk	



Anderson, Charles A

Proposed R/W ACQ. LEGAL

A tract in the Northeast Quarter, Section 7, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

All of the East 20 feet of the following described tract:

Beginning at a point 30.00 feet West and 162.50 feet North of the Southeast Corner of the North 50 acres of the East half of said Northeast Quarter; thence West parallel to the South line of said North 50 acres 281.50 feet; thence North parallel to the East line of the Northeast Quarter 150.00 feet; thence East 281.50 feet; thence South 150.00 feet to the point of beginning, EXCEPT the west 12 feet thereof.

Proposed Right—of—Way

Tax Key # D 06122006300X8 Proposed Right-of-way Acquisition Size: 3,000.0 Sq. Ft. +/-



November 8, 2010

# **3403 S Seneca**

Identified Features





Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and condustons drawn from such information are the responsibility of the reader. The City of Wichita makes no warrandy representation or guaranty as to the content, a couracy, timeliness or completeness of any of the data provided herein. Some data provided herein and used for the preparation of these maps has been obtained from public reports not existent or most laken for the preparation of these maps has been obtained so the city of Wichita shall assume no liability for any decisions made or addorstates not taken to not taken to the taken in the presentations of data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning. Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



# City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Purchase Option (WSM Properties) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

\_\_\_\_\_\_

**Recommendation:** Adopt the Resolution.

**Background:** On May 12, 1998, the City Council approved the issuance of Industrial Revenue Bonds in an amount of \$2.9 million to Wichita Sheet Metal Supply, Inc. The bond proceeds were used to finance the acquisition and renovation of an existing manufacturing facility located at 1601 South Sheridan in southwest Wichita. Wichita Sheet Metal ("WSM") was granted an 85% property tax abatement for a five-year term with a second five years based on Council review. On January 6, 2004, the City Council approved the issuance of Industrial Revenue Refunding and Improvement Bonds (IRB) in the amount of \$2,625,000, and granted 51.5 percent property tax abatement on bond-financed property to finance additional machinery and equipment. Under the IRB financing structure, the City is the owner of the bond-financed real estate, which is leased to WSM Properties.

The City received notice from WSM Properties of its intention to exercise the IRB purchase option and requests approval of the deed back of all IRB-financed property.

<u>Analysis:</u> Under the provisions of the IRB Lease between WSM Properties ("Tenant") and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facilities from the City of Wichita for the sum of \$1,000. The Tenant made final payment on the bonds.

**<u>Financial Considerations:</u>** The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

<u>Goal Impact</u>: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

<u>Legal Considerations:</u> The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The Resolution authorizing execution of the Bill of Sale, Special Warranty Deed and Termination of Lease Agreement, and the delivery of such documents has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to WSM Properties and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

#### **RESOLUTION NO. 11-153**

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE CITY TO CONVEY TITLE TO THE PROJECT; AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED, BILL OF SALE AND TERMINATION AND RELEASE OF THE LEASE; AND AUTHORIZING THE EXECUTION OF ALL SUCH OTHER DOCUMENTS NECESSARY TO CONVEY TITLE TO SUCH PROJECT TO WSM PROPERTIES

WHEREAS, pursuant to the provisions of K.S.A. 12-1740, *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), in order to stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas, previously issued its City of Wichita, Kansas, Industrial Revenue Refunding and Improvement Bonds, Series I-A, 2004 (Wichita Sheet Metal Project) in the original aggregate principal amount of \$1,700,000 (the "Series I-A, 2004 Bonds") and its Taxable Industrial Revenue Refund Bonds, Series I-B, 2004 (Wichita Sheet Metal Project) in the original principal amount of \$765,000, for the purpose of financing the costs of refunding and redeeming on a current basis the Series A, 1998 Bonds and (ii) acquiring and installing certain new equipment to the existing facility (the "2004 Additions") (the 1998 Project and the 2004 Additions being collectively referred to herein as the "Project"); and

WHEREAS, pursuant to the Act, the City leased the Project to WSM Properties, a general partnership organized under the laws of the State of Kansas (the "Tenant") pursuant to a certain Lease dated as of March 1, 2004 (the "Lease"); and

WHEREAS, the outstanding Bonds have been paid in full at their maturity; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), has provided written verification and the Trustee has also confirmed that no event of default is outstanding under the Lease; and

WHEREAS, the City has received notice of the Tenant's intent to exercise its option to purchase the Project and the City wishes to expedite that process.

# NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

- 1. That the City acknowledges receipt of the Tenant's notice of its intent to exercise its option to purchase the Project as set forth in the Lease.
- 2. That the City is hereby authorized to convey the Project to the Tenant in exchange for the performance of the covenants and payment of the consideration established by the Lease as conditions precedent to such conveyance, including but not limited to the payment by the Tenant of \$1,000.00 to the City pursuant to Section 17.1 of the Lease.

-1- Resolution

- 3. That the Mayor or Vice Mayor are hereby authorized to execute, and the City Clerk or Deputy City Clerk are hereby authorized to attest, all documents necessary to effect the sale of the Project to the Tenant including but not limited to a Special Warranty Deed, the Bill of Sale, Termination and Release of Lease, and termination of all existing financing statements.
- 4. That the Mayor or City Clerk, or other appropriate staff of the City, are respectively authorized to deliver the documents referenced in the foregoing paragraph to the Trustee, for delivery on behalf of the City, at such time as the Trustee shall have received, and certified receipt of, all sums necessary to pay the Bonds (together with all costs, expenses and premiums of such payment).
- 5. That the Mayor or Vice Mayor and the City Clerk or Deputy City Clerk, or other appropriate staff of the City, are hereby authorized and directed to take all such other actions not inconsistent herewith as may be appropriate or desirable to accomplish the purpose of this Resolution.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 28<sup>th</sup> day of June, 2011.

[Seal]	CITY OF WICHITA, KANSAS
	By:Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	-
Approved as to Form:	
Gary E. Rebenstorf City Attorney	-

# **BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto WSM Properties, a general partnership organized under the laws of the State of Kansas (the "Grantee"), all of its interest in the following goods, equipment and chattels, viz:

All machinery, equipment and any other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Refunding and Improvement Bonds, Series I-A, 2004 (Wichita Sheet Metal Project) in the original aggregate principal amount of \$1,700,000 (the "Series A, 2004 Bonds") and its Taxable Industrial Revenue Refunding Bonds, Series I-B, 2004 (Wichita Sheet Metal Project) in the original aggregate principal amount of \$765,000 (the "Series B, 2004 Bonds), and constituting the "Improvements" pursuant to the terms of a certain Lease Agreement dated March 1, 2004, by and between the Grantor and the Grantee

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except: (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

[Remainder of this page intentionally left blank]

Bill of Sale

of Wichita, Kansas, for delivery as of t	he have hereunto set our hand and affixed the official seal of the City he, day of, 2011.
[Seal]	CITY OF WICHITA, KANSAS
	By: Carl Brewer, Mayor
	Carl Brewer, Mayor
ATTEST:	
Karen Sublett, City Clerk	
	ACKNOWLEDGMENT
STATE OF KANSAS	)
	) ss:
COUNTY OF SEDGWICK	)
in and for said County and State, came corporation of the State of Kansas, and to me to be the same persons who exec	n this day of, 2011, before me, a notary public e Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal d Karen Sublett, City Clerk of said City, who are personally known cuted, as such officers, the within instrument on behalf of said City, he execution of the same to be the act and deed of said City.
IN WITNESS WHEREOF, I h year last above written.	ave hereunto set my hand and affixed my official seal, the day and
	Notary Public
My Appointment Expires:	

Bill of Sale

This Deed is exempt from filing a Real Estate Sales Validation Questionnaire pursuant to Exception No. 2 of K.S.A. 79-1437(e) and is made for the purpose of releasing an ownership interest in property which provided security for a debt or other obligation.

#### SPECIAL WARRANTY DEED

THIS INDENTURE, made on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2011, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the "Grantor"), and WSM Properties, a general partnership (the "Grantee").

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor's interest in the following real property situated in Sedgwick County, Kansas:

Lot 1, WSM PROPERTIES ADDITION, a subdivision in Wichita, Sedgwick County, Kansas, according to the recorded plat thereof.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented, including but not limited to a certain Lease dated March 1, 2004 by and between the Grantee and the Grantor in connection with the issuance of the Industrial Revenue Refunding and Improvement Bonds, Series I-A, 2004 (Wichita Sheet Metal Project)" in the aggregate principal amount of \$1,700,000 (the "Series A, 2004 Bonds") and the issuance of Taxable Industrial Revenue Refunding Bonds, Series I-B, 2004 (Wichita Sheet Metal Project)" in the aggregate principal amount of \$765,000 (the "Series B, 2004 Bonds"); (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casinostyle gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

	EOF, we have hereunto set our hand and affixed the official seal of for delivery as of the day of, 2011.
	CITY OF WICHITA, KANSAS
[SEAL] ATTEST:	By: Carl Brewer, Mayor
Karen Sublett, City Clerk	
	<u>ACKNOWLEDGMENT</u>
in and for said County and State corporation of the State of Kans to me to be the same persons wh and such persons duly acknowled	that on this day of, 2011, before me, a notary public, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal as, and Karen Sublett, City Clerk of said City, who are personally known to executed, as such officers, the within instrument on behalf of said City, diged the execution of the same to be the act and deed of said City.  OF, I have hereunto set my hand and affixed my official seal, the day and
	Notary Public
My Appointment Expires:	

#### **TERMINATION AND RELEASE OF LEASE**

THIS TERMINATION AND RELEASE OF LEASE dated as of the 1<sup>st</sup> day of May, 2011, by and among the City of Wichita, Kansas, a municipal corporation (the "City"), WSM Properties, a general partnership organized under the laws of the State of Kansas (the "Tenant") and Security Bank of Kansas City, Kansas City, Kansas, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States, with its office located in the City of Kansas City, Kansas) (the "Trustee");

#### WITNESETH:

WHEREAS, the City heretofore leased to the Tenant certain real and personal property pursuant to a Lease dated as of March 1, 2004, by and between the City and the Tenant (the "Lease"), a notice of said Lease being duly recorded with the Register of Deeds of Sedgwick County on DOC.#/FLM-PG: 28548206; and

WHEREAS, said Lease was assigned by the City to the Trustee pursuant to the Indenture (hereinafter defined); and

WHEREAS, the property covered by the Lease consists of the following:

<u>THE LAND</u>. The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 1, WSM PROPERTIES ADDITION, a subdivision in Wichita, Sedgwick County, Kansas, according to the recorded plat thereof.

said real property described constituting the "Land" as referred to in said Lease; and

<u>THE IMPROVEMENTS</u>: all buildings and improvements now or hereafter constructed, located or installed upon the Land pursuant to the Lease, and constituting the "Improvements" as referred to in said Lease and more specifically described as follows:

#### THE EXISTING IMPROVEMENTS.

- (a) An approximate 94,500 square foot insulated pre-engineered metal building with an engineered concrete foundation and floor system, standing seam metal roofing installed over a marginally sloped roof and an in-ground concrete loading dock.
- (b) A 8,853 square foot concrete/masonry frame building with brick exterior walls and a flat built up roofing system; containing approximately 6,053 square feet of office space and approximately 2,800 square feet as a fabrication area.
- (c) A 1,856 square foot, single-story metal building.
- (d) Machinery, equipment and furnishings purchased with 1998 Bond Proceeds.

<u>THE 2004 ADDITIONS</u>. Acquisition and installation of miscellaneous manufacturing equipment, including CM678 elbow machine, stitch welder, Tubeomatic.

The property described above, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Sections 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.

WHEREAS, the City previously had outstanding its Industrial Revenue Refunding and Improvement Bonds, Series I-A, 2004 (Wichita Sheet Metal Project) in the original aggregate principal amount of \$1,700,000, dated March 1, 2004 (the "Series I-A, 2004 Bonds") and it's Taxable Industrial Revenue Refunding Bonds, Series I-B, 2004 (Wichita Sheet Metal Project) in the original aggregate principal amount of \$765,000 (the "Series I-B, 2004 Bonds") together referred to herein as the Bonds; and

WHEREAS, all Outstanding Bonds have been paid in full, and no Bonds remain Outstanding under the Trust Indenture dated as of March 1, 2004 (the "Indenture") by and between the City and the Trustee, authorizing and securing the Bonds; and,

WHEREAS, in connection therewith, it is necessary to provide for the release and termination of the above-described Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in consideration of other good and valuable consideration, the parties hereto agree that the Lease is hereby terminated and released.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the day of, 2011.
CITY OF WICHITA, KANSAS [Seal]
By:Carl Brewer, Mayor
ATTEST:
Karen Sublett, City Clerk
<u>ACKNOWLEDGMENT</u>
STATE OF KANSAS ) ) ss:
COUNTY OF SEDGWICK )
BE IT REMEMBERED that on this day of, 2011, before me, a notary public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City and such persons duly acknowledged the execution of the same to be the act and deed of said City.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Notary Public
My Appointment Expires:

	By: Name: Title:
	ACKNOWLEDGMENT
STATE OF KANSAS COUNTY OF SEDGWICK	) ) SS: )
known to me to be an officer, a such officer, the within instrume execution of the same to be the	O that on this day of, 2011, before me, a notary public State, came, Partner of WSM Properties, a general existing under and by virtue of the laws of said State, who is personally and who is personally known to me to be the same person who executed, as tent on behalf of said partnership, and such person duly acknowledged the act and deed of said partnership.  EOF, I have hereunto set my hand and affixed my official seal, the day and
year tast acove written	Notary Public
My appointment expires:	

WSM PROPERTIES

# SECURITY BANK OF KANSAS CITY Kansas City, Kansas

By: Name: Title:	
<u>ACKNOWLEDGMEN</u>	<u>T</u>
STATE OF KANSAS  ) SS:  COUNTY OF  BE IT REMEMBERED, that on this day of and for said county and state, came,  Kansas City, Kansas, a national banking association duly organicand execute trusts of the character herein set forth under the law known to me to be the same person who executed, as such office bank, and such person duly acknowledged the execution of the same person who executed in the same person duly acknowledged the execution of the same person duly acknowledged the exec	of Security Bank of Kansas City, zed and existing and authorized to accept s of the United States, who is personally er, the within instrument on behalf of said the act and deed of said bank.
Notary Public	
My Appointment Expires:	

# City of Wichita City Council Meeting June 28, 2011

**To:** Mayor and City Council

**Subject:** Child Care Licensing Grant Award (All Districts)

**Initiated By:** Department of Public Works & Utilities

Agenda: Consent

**Recommendation:** Accept the grant award.

**Background:** Environmental Health conducts surveys of childcare facilities and provides education for child care providers within Sedgwick County on behalf of the Kansas Department of Health and Environment (KDHE). KDHE provides an annual grant to fund these activities, and has solicited the Division of Environmental Health's application for state fiscal year 2012 (July 1, 2011 through June 30, 2012.)

<u>Analysis:</u> The City has conducted childcare licensing and education services in excess of 40 years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and the Office of Central Inspection. Environmental Health staff members enforce City ordinances and state regulations, and utilize State enforcement mechanisms, as appropriate.

<u>Financial Consideration:</u> The grant award for state fiscal year 2012 totals \$396,726. This amount has increased \$101,426 over last year's grant and includes funding that will fill vacant positions and create a new surveyor position in order to cover increased workload resulting from recent changes in state child care licensing laws. The City's General fund will provide support in the amount of \$137,371 for the grant term. The General Fund contribution is partially offset by inspection fees, which in 2010 totaled \$118,575 in collected revenue. Grant funding and locally generated fees are projected to offset 96.5% of the total program cost of \$534,097.

<u>Goal Impact:</u> This action addresses the Provide a Safe and Secure Community goal by protecting the health, safety and welfare of children via surveys and regulation of childcare facilities.

**<u>Legal Consideration:</u>** The grant agreement has been reviewed as to form by the Law Department.

**Recommendation/Actions:** It is recommended the City Council approve the grant award and authorize the necessary signatures.

<u>Attachment:</u> Copy of Contract Award Summary Sheet and SFY 2012 List of Grant Awards, copy of Contract Attachment No. 18.



Robert Moser, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

# **CONTRACT AWARD SUMMARY SHEET**

One copy of the SFY 2012 List of Grant Awards is attached. You will be receiving each "Notice of Grant Award and Summary of Program Objectives" by June 30<sup>th</sup>, 2011.

Please note: The List of Grant Awards do not require signatures but should be retained until amended or terminated.

#### RETURN THE FOLLOWING MATERIAL:

- 1) A DETAILED BUDGET FOR EACH CATEGORICAL GRANT PROGRAM (IF THE AMOUNT THAT WAS AWARDED IS DIFFERENT FROM WHAT WAS APPLIED FOR OR IF CHANGES TO THE APPLICATION BUDGET ARE NECESSARY) BY 07/01/11 unless the program requests the budget at a different date. If the award equals what was applied for and we have not received an updated budget by 07/01/11, then we will assume that the application budget is final.
- 2) A COMPLETED COPY OF THE SFY 2012 PERSONNEL ALLOCATION BY PROGRAM FORM (IF NEW BUDGETS ARE REQUIRED) BY 07/01/11.

E-mail the budgets and personnel allocation to Kevin Shaughnessy at: kshaughnessy@kdheks.gov

If you need copies of the budget or personnel allocation forms, please go to the KDHE web site at www.kdheks.gov/doc\_lib/index.html

	SFY 2012 KDHE AID TO LOCAL LIST OF GRANT AWARDS			County / Agency:	City of Wichita,
		Ter	Term Dates		Dept of Env Hith
#	State Agency Grant Award	Begin	End	Fund Source	Amount
_ 1	State Formula	07-01-2011	06-30-2012	State	
2	Chronic Disease Risk Reduction	07-01-2011	06-30-2012	State (CIF)	
	•			CDT 93,283	
				PHB 93.991	•
	·			Subtotal	
5	Family Planning	07-01-2011	06-30-2012	State	<del></del>
				FP 93.217	
	<u> </u>			Subtotal	
15	STD/HIV Disease Intervention & Prevention Services	07-01-2011	06-30-2012	HIV 93.940	
16	STD Control Programs - Disease Intervention & Prevention Serv	07-01-2011	06-30-2012	STD 93.977	
17	Maternal & Child Health	07-01-2011	06-30-2012	State	
	•			State (CIF)	
	•			MCH 93.994	
		· · · · · · · · · · · · · · · · · · ·		Subtotal	
18	Child Care Licensing and Registration Program	07-01-2011	06-30-2012	State	54,794
			•	State	106,890
		•		CCD 93.575	235,042
				Subtotal	396,726
20	Opt-Out HIV Testing	07-01-2011	06-30-2012	State	
			•	HIV 93.940	•
				Subtotal	
21	HIV Targeted Testing using the RESPECT Model	07-01-2011	06-30-2012	State	•
,	•			HIV 93,940	
			· · · · · · · · · · · · · · · · · · ·	Subtotal	
22	Targeted HIV Prevention Projects (Health Dept's)	07-01-2011	06-30-2012	HIV 93.940	
23	Targeted HIV Prevention Projects (CBO's)	07-01-2011	06-30-2012	HIV 93.940	
24	Personal Responsibility Education Program	07-01-2011	06-30-2012	PREP 93.092	
27	Community Based Primary Care	07-01-2011	06-30-2012	State (PCC)	
				State (PDA)	
٠				State (Dental)	
				Subtotal	
33	Ryan White Treatment Modernization Act Program	07-01-2011	06-30-2012	State	
		•		RW 93.917	
				Subtotal	
34	Immunization Action Plan	07-01-2011	06-30-2012	State	
	· .	-		lmm 93,268	•
		<u> </u>		Subtotal	
35	WIC Immunization Collaboration	07-01-2011	06-30-2012	State	
	·			lmm 93.268	
				Subtotal	
				TOTAL	396,726

# Contract Attachment No. 18

LOCAL AGENCY:

City of Wichita, Department of Environmental Health

PROGRAM:

Child Care Licensing Program

TERM:

Until Rescinded

AMOUNT:

Per List of Grant Awards

The undersigned parties agree that the following provisions of Contract Attachment No. 18 are hereby incorporated into the KDHE Aid To Local Universal Contract (Universal Contract) and made a part thereof.

# INTRODUCTION

The Child Care Licensing Program safeguards children in out-of-home child care through the establishment, inspection and enforcement of minimum state-wide standards for healthy, safe and developmentally appropriate care and the provision of education, technical assistance and consultation to child care providers; including children who are cared for in 24 hour residential care and in less than 24 hour day care. Child care facilities are required to be licensed and inspected. Local Agency is in a unique position to inspect facilities for compliance with the rules and regulations governing the maintenance of those facilities.

#### STATE AGENCY AGREES TO:

- 1. Make payments to the Local Agency as follows:
  - a. Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1 of each year, or upon processing of this Contract Attachment if later than July 1 of each year. If the fiscal year award amount for the program period is \$2,000.00 or less, the total grant amount will be paid on or about July 1 of each year. No further payments will be made.
  - b. Pay 12.5% of the fiscal year total grant amount on or about October 1 of each year.
  - c. Pay 12.5% of the fiscal year grant amount, less any unexpended grant funds from prior quarters, on or about November 15; February 15; and May 15 of each year. Such payments will be made upon receipt and acceptance of quarterly Program Progress Reports supported by appropriate statistics showing satisfactory progress toward meeting objectives, and quarterly Certified Expenditure Affidavit forms showing expenditures from grant and Local Agency matching funds and fees for services. Payments may be increased upon receipt and acceptance of Affidavit forms showing additional approved expenditures from grant funds. Total payments for the fiscal year grant amount shall not be exceeded as stipulated in this Contract Attachment.

Effective 7/1/2011

#### Contract Attachment No. 18 - Page 2 of 4

- d. Pay 12.5% of the fiscal year grant amount on or about January 1 and April 1 of each year. Such payments will be made after an evaluation is made to determine if grant funds previously advanced have been expended in accordance with grant objectives.
- 2. Forward to the Local Agency on or about July 1 of each year a copy of the Notice of Grant Award Amount and Summary of Program Objectives that contains the State Fiscal Year objectives.
- That the State Agency will notify the Local Agency, approximately three months in advance, of facilities that are in need of annual review.

#### LOCAL AGENCY AGREES TO:

- 4. Conduct the Child Care Licensing Program in accordance with the Kansas Administrative Regulations.
- 5. Conduct the Child Care Licensing Program in accordance with the State Agency Child Care Facilities Policy and Procedural Manual.
- 6. Submit to the State Agency, within fifteen (15) days after the end of each quarter of the Contract period, the quarterly Certified Expenditure Affidavit.
- 7. Submit to the State Agency, within 15 days after the end of each quarter the Program Progress Report supported by appropriate statistics to document the level of regulatory activity, the number of clients served and satisfactory progress toward meeting the following requirements:
  - a. Provide regulatory activity in each of the following service areas in accordance with the State Agency Child Care Facilities Policy and Procedural Manual and in accordance with the plan developed by the Local Agency to improve the delivery of regulatory services.
    - (1) Pre-application activity: providing an orientation for prospective child care providers at least monthly, more often as needed and upon demand if less than one inquiry per month is received;
    - (2) Application activity: receiving and processing paper-based applications for the licensure of programs, including determining completeness of the application; reviewing applications for potential home providers serving SRS-Subsidized children within twenty-four (24) working hours; forwarding the application to the State Agency immediately upon completion;
    - (3) Inspection activity: conducting surveys and related tasks necessary to determine compliance with statutes and regulations, utilizing electronic or paper forms, tools, equipment and technology deemed necessary by the State Agency to conduct the surveys;

Effective 7/1/2011

# Contract Attachment No. 18 - Page 3 of 4

- (4) Complaint activity: conducting all required activity related to intake and investigation of complaints concerning illegal child care or regulation violations; and
- (5) Community outreach activity: establishing the Local Agency as the local contact for reporting concerns of poor child care practices and violations of regulations; recruiting child care providers, developing training for and/or providing training to child care providers, publicity and presentations directed to parents and the public promoting community awareness of the importance of regulation, where to report illegal child care or poor quality child care, referring requests from parents and agencies specified by K.S.A. 65-506 for child care facility availability to Kansas licensed day care resource and referral agencies; coordinating activities with SRS, Child Care Aware of Kansas, and other agencies and organizations.
- b. Ensure that local policies and procedures reflect positive customer service and support timely and effective service delivery.
- c. Participate in child care facility surveyor and grant training provided or mandated by State Agency.
- 8. Maintain qualification requirements for Child Care Facility Surveyor positions which are at or are upgraded to the professional level. [RN or 4 year degree in nursing, early childhood or elementary education, child development, human development, social work or a related field.] Where surveyors are qualified at the special technical level [AA degree in child development, early childhood education, child care administration or LPN with training or experience in child care or child health], qualification requirements will be maintained or increased. Where Child Care Facility Surveyor duty assignments have been 'grand-fathered in' below the special technical level they may be maintained for the incumbent. New surveyors will be qualified at the professional or special technical level.
- 9. Child Care Facility Surveyor duties shall include all day care home/child care center/preschool/school age program initial and annual surveys, all day care home/child care center/preschool/school age program complaint investigations, survey visits for 24-hour care facilities if included in payment to Local Agency, and orientation training. Assistant Surveyor duties may include routine relicensing inspections for day care homes; routine compliance checks; processing of applications; accompanying and assisting the Child Care Facility Surveyor in their surveyor duties. Assistant Surveyor duty assignments will require completion of a post high school professional technical education or training program, with course work in a health related field, public health, child development, behavioral sciences, or home economics and related work experience with children and families.
- 10. Submit a budget, on or about July 1, outlining projected expenditures for grant funds and Local Agency funds, which is to be approved by appropriate State Agency program staff, and is hereby incorporated in this Contract Attachment and made a part hereof. Failure to submit this budget may result in the withholding of future payments by the State Agency.

Effective 7/1/2011

# Contract Attachment No. 18 - Page 4 of 4

11. Maintain financial records documenting the expenditures made with the funds received under this Contract Attachment for auditing purposes.

#### IT IS MUTUALLY AGREED THAT:

- 12. This Attachment No. 18 supersedes any prior Contract Attachment No. 18.
- 13. Tender and acceptance of the first payment of the fiscal year shall constitute formal acceptance of the terms of the program objectives, which shall be incorporated by reference into the Universal Contract.
- 14. The federal child care funds will be used to supplement and not supplant local, state and federal public funds expended by the Local Agency for the Child Care Licensing Program.
- 15. Failure to comply with this Contract Attachment No. 18 may result in reduction of funds or cancellation of the Contract Attachment No. 18.

Secretary:	Authorized Signature:
Robert Moser, MD	City of Wichita, Department of Edvironmental Health
Kansas Department of Health & Environment  Date:	Printed Name: Toseph T. Pajar
	Title:
•	Date: 5-17-11

#### Agenda Item No. II-12

# City of Wichita City Council Meeting

June 28, 2011

**To:** Mayor and City Council

**Subject:** Acceptance of State Historic Preservation Grant to host the 2012 Kansas Preservation

Conference (All Districts)

**Initiated By:** Metropolitan Area Planning Department

**Agenda:** Consent

**Recommendation:** Accept the grant award and authorize the City Manager to sign the project agreement.

**Background:** Each year the Kansas State Historic Preservation Office offers a competitive application process for Historic Preservation Fund matching grants to Certified Local Government (CLG) communities for qualified preservation projects. Wichita has been a CLG since 1979. The Historic Preservation Office applied for and has been notified that the City has been awarded a \$20,000 grant to host the 2012 Kansas Statewide Preservation Conference.

<u>Analysis:</u> AIA Wichita and Green Wichita will be partnering with the preservation conference, which will offer a unique training experience for government officials, industry, preservation professionals and the general public. All three entities will share conference space, programs and audiences. The conference will cover a broad spectrum of topics including developing energy efficient businesses, preservation and sustainable building practices and exposure to green and sustainable products through exhibitor booths.

<u>Financial Consideration:</u> The total match for the grant is \$26,518, which will be documented staff hours only. This grant is consistent with approved operating and capital budgets, and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

**Goal Impact:** Hosting the 2012 Kansas Preservation Conference supports the goal of creating Vibrant Neighborhoods, as well as promoting Economic Vitality.

<u>Legal Consideration:</u> Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements. The grant proposal has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council accept the grant award and authorize the City Manager to sign the agreement.

<u>Attachment:</u> Project Agreement between Kansas State Historic Preservation Office and City of Wichita.

#### PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Wichita, Kansas, (hereinafter Subgrantee"), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter "SHPO").

WHEREAS, the Subgrantee has applied for and been awarded a \$20,000.00 Historic Preservation Fund grant from SHPO to undertake a project to host a three-day statewide preservation conference in Wichita, KS;

**WHEREAS,** the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress for the purpose of carrying out its National Historic Preservation Act, as amended; and,

**WHEREAS,** in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee shall follow all requirements in the "Historic Preservation Grants Manual" prepared by the National Park Service, and the "Historic Preservation Fund (HPF) Grant Guide" prepared by SHPO; and

**WHEREAS**, the Subgrantee shall follow the conditions and requirements governing National Park Service grants; and,

**WHEREAS**, the parties desire to enter into an Agreement setting forth these and other requirements relating to the grant.

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties agree as follows:

#### I. WORK TO BE PERFORMED

## a. Schedule

Subgrantee shall not begin work under the terms of this Agreement prior to June 14, 2011, and Subgrantee shall complete, expend funds, submit products, and request final reimbursement by May 31, 2012. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

June 30, 2011	Initial planning meeting
August 15, 2011	Conference dates, speakers, and exhibitors confirmed
November 15, 2011	Conference brochure and web-based promotional materials drafted; registration begins
February 28, 2012	Host three-day conference sometime in January or February 2012
May 30, 2012	Submit all closeout materials to SHPO.

Page 1 of 7

# b. Scope of Work

The Subgrantee shall use grant funds to implement the preservation activities identified below. The Subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement shall not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee shall conduct the project in following manner:

- (1) The Subgrantee will facilitate, plan, and host the 2012 Kansas Preservation Conference to be held in Wichita, KS;
- (2) The Subgrantee shall provide regular monthly reports and a Completion Report as outlined in SHPO's State of Kansas "HPF Survey and Planning Grant Guide." The report shall be submitted within 30 days after the project work is completed. This final report shall accompany a brief article suitable for possible publication in the Kansas Preservation newsletter outlining the results of the project.

# c. Monthly Reports and Draft Submissions

The Subgrantee shall submit monthly reports to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding. The Subgrantee shall provide a draft copy of any reports or publications to review <u>before</u> the final copy is prepared for submission or publication.

# d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the Subgrantee shall prepare a one-page progress report as of September 30 that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

## II. PROJECT ACCOUNTING AND PAYMENT

#### a. Total Project Cost

The total project cost is estimated to be \$46,518.00. Subgrantee shall be reimbursed 60% of project costs with grant funds, up to \$20,000.00 ("federal share"). Subgrantee shall pay for the remaining 40% of project costs, and Subgrantee's match shall not be less than \$13,333.00 ("Subgrantee's share").

# b. Reimbursement Procedure

The federal funds shall be obtained by the Subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

## c. Project Budget

	Match	In-Kind	Federal	Total
Salaries				
Administrator	\$ 9,855.00	\$ 0.00	\$ 0.00	\$ 9,855.00
Planning Aide	3,948.00	0.00	0.00	3,948.00
Environmental Init. Mngr	10,900.00	0.00	0.00	10,900.00
Plans Division Manager	1,815.00	0.00	0.00	1,815.00
Speaker Fees	0.00	0.00	10,500.00	10,500.00
Facility Rental	0.00	0.00	2,000.00	2,000.00
Conference Coordinator	0.00	0.00	3,500.00	3,500.00
Printing and Advertising	0.00	0.00	4,000.00	4,000.00
Total	\$ 26,518.00	\$ 0.00	\$ 20,000.00	\$ 46,518.00

No billing will be reimbursed without complete documentation for expenditures and complete products related to the billing as described below. The project products include:

- 1. Three-day statewide preservation conference in Wichita, KS;
- 2. Four copies of all printed materials including the conference program (two of these may be electronic format submitted on two separate compact discs);
- 3. A completion report including participant and exhibitor feedback accompanying an article suitable for possible publication in the *Kansas Preservation* newsletter.

A maximum of **twenty thousand dollars (\$20,000.00)** in federal funds shall be reimbursed upon SHPO approval of all three products noted above.

# d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment, which shall be no less than 20% of the federal funds, will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

# e. Request for Reimbursement

The Subgrantee shall file requests for reimbursement on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF Grant Guide, Part 4.)

# f. Documentation Required

The Subgrantee shall furnish copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

# g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

#### III. PROJECT REPORTS

# a. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee shall submit four copies of each to SHPO. Some of these may be provided in electronic format with SHPO approval.

# b. Right of SHPO Use

SHPO reserves the right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

# c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

# d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

# IV. RECORD RETENTION AND AUDIT EXAMINATION

## a. Right of Access to Subgrantee's Records

The Subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

# b. Single Audit

The Subgrantee shall ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be supplied to SHPO upon completion of the audit.

# c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

# d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee shall provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

#### e. Approval of Expenditures

The Subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

# f. Financial Management System

The Subgrantee shall have in place a financial management system, which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

#### g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

#### V. PROHIBITION OF LOBBYING

#### a. Federal Requirements

The Subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed Page 5 of 7

or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

#### VI. HIRING OF CONSULTANT

# a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this Agreement must be approved in writing by SHPO.

# b. Competitive Procurement

The Subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110. Reference also the HPF Grant Guide

#### VII. TERMINATION OF CONTRACT

## a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, shall constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO shall be grounds for termination of the project.

# b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the "HPF Survey and Planning Grant Guide."

#### VIII. CIVIL RIGHTS ACT COMPLIANCE

# a. Required Form

The Subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

# b. Subgrantee's Obligations

The Subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

# IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTE

# a. Claims are Responsibility of Subgrantee

The Subgrantee agrees that the SHPO and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

#### X. AMENDMENT

## a. Request

Either party may make a written request for changes to this Agreement.

# b. Approval

Changes must be agreed to in writing by both parties.

## XI. CONTRACTURAL PROVISIONS ATTACHMENT

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION OFFICER	Signature of Authorized Representative of Subgrantee
Date	Typed name and title of signatory
	Date

APPROVED AS TO FORM:
Gary E. Rebenstorf
Director of Law

State of Kansas Department of Administration DA-146a (Rev. 04-11)

#### CONTRACTUAL PROVISIONS ATTACHMENT

Important:

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the	following	provisions are hereb	y incorporated	into the	e contract to	which it is	attached and	d made a	part thereof,
said contract being the	day of		20						

- Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof
- 9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. <u>Insurance</u>: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

#### City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Relocation of Pipeline in Berkeley Square Addition

(North of 13<sup>th</sup>, west of Greenwich) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the pipeline relocation payment.

**Background:** On March 8, 2011, the City Council approved a petition to construct a storm water sewer to serve Berkeley Square Addition. The project requires the relocation of a pipeline owned by Coffeyville Resources Crude Transportation, Inc., located in a private easement. In order to expedite the project, the developer of the addition, Greenwich 13, LLC, contracted with the pipeline owner to relocate the line. Work is complete and the developer has submitted an invoice for reimbursement from the project budget.

<u>Analysis:</u> Berkeley Square Addition is a new commercial development located north of 13<sup>th</sup> Street, west of Greenwich.

**Financial Considerations:** The relocation cost is \$263.250.33. Funding was included in the storm water sewer petition project budget. The funding source is special assessments.

<u>Goal Impact:</u> The project addresses the Efficient Infrastructure goal by providing drainage improvements required for new development.

<u>Legal Considerations:</u> The Law Department has approved the payment process and determined that the payment can be made to the developer and charged to the project.

**Recommendation/Action:** It is recommended that the City Council approve the payment from the petitioned project to Greenwich 13, LLC for the relocation of the pipeline.

**Attachments:** Invoice from Greenwich 13, LLC.



March 25, 2011

#### TRANSMITTED VIA E-MAIL

Terry Cassady 455 N. Main, 13th Floor Wichita, KS 67202

Re:

Berkeley Square 1st Addition

Dear Terry:

We are writing regarding our discussions regarding the reimbursement of the costs of the pipeline relocation for the above-referenced property to Greenwich 13, L.L.C. ("GW13"). Specifically, we inquired as to the process for receiving such reimbursement and you informed us that the City will require invoices to support the amount requested. In this regard, please find attached the following:

 Amount due per Pipeline Relocation Agreement entered into with Coffeyville Resources Crude Transportation, LLC

\$224,271.00

- o Invoice for Pipe. As you can see, the invoice provides for 1,808.40 feet of pipe. In fact, we only used 1,322.50 feet of pipe. We received a refund for the excess and our total out-of-pocket for the pipe was \$15.301.33.
- o Invoice from HLH for relocation of the pipeline in the amount of \$130,270.
- Invoice from Fingerish Rice law firm in the amount of \$78,700.

Engineering Fees (see attached MKEC invoice)

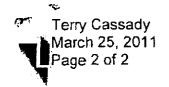
\$ 11,838.00

Legal Fees (see attached Hinkle invoice). You will note that the fees reflected on the attached invoice are in excess of the amount being requested as part of this project. The reason is that a portion of these fees were reimbursed to GW13 by an outside 3<sup>rd</sup> party. The amount being requested as part of this project represents GW13's actual expenses.

\$ 27,141.00

**TOTAL** 

\$263,250.33



If you have any questions regarding the foregoing, please do not hesitate to contact our office.

Sincerely,

LAHAM DEVELOPMENT COMPANY, L.L.C.

Comy of frieban

Amy J. Liebau

Corporate Counsel, Chief Operating Officer

#### INVOICE

29 December 2009 Invoice No. 05-71643

Company, Inc.

P. O. Box 134401 Houston, Texas 77219-4401 Tel: (281) 558-7199 Fax: (281) 870-9918

Coffeyville Resources Crude Transport. PO Box 3516

Bartlesville, OK 74006

Customer PO: BILL EDENS

Ship to: Same

RECEIVED

- DEC 9 7 2009

COFFEYVILLE RESOURCES

Wichita, KS

TRUCK Ship Via:

DESTINATION

**UOM** Oty Shipped

1,808,4000

Description 6 5/8"OD X 280 WALL 18 99#/FT STEEL LINE PIPE APISL GRADE X52 ERW DRL PEB COATED WITH 14 TO 16 MILS OF FBE

Unit Price

APPROVED FOR PAYMENT

mat onetime BLP-1756

maximo # BLP-365

MSDS sheets related to this material have been previously supplied. Should you require additional information please contact our Houston office

Comments:

Sales Taxes:

NOT AUTH TO COLLECT TAXES

Sale Amount: \$ 20,923,19

> .00 .00

.00

Due in our Houston office in US FUNDS

Terms:

**NET 30 DAYS** 

Customer No.:

COFRES05T

For Office Use Only 0

used 1,322.50pipe

### **HLH Construction & Environmental**

PO Box 232 Drumright, OK 74030-0232 918-352-2763

OIL & GAS DIVISION

RECEIVED

JAN 2 0 2010

INVOICE

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

COFFEYVILLE RESOURCES 411 N.E. WASHINGTON BLVD PO BOX 3516 BARTLESVILLE, OK 74006 DATE: JANUARY 15<sup>TH</sup>, 2010 INVOICE # 0110828

JOB: 13<sup>TH</sup> & GREENWITCH

AS PER BID ATTACHED LESS PIPE-----130,270.0

Serv One time BLP-1909 4415

-\$130,270.00

#### BID (service and materials)HLH Construction & Env

Date: August 12, 2	2009
Job Number: 498-B	
TO:	
Coffeyville Resources	
PO Box 3516	
Bartlesville, OK 74006	
Attn: Bill Edens	
Phone Number: 918-333-4111	
Fax Number:	<del></del>
We are pleased to submit the following	ng bid:
Job Description:	OPTION 2: Laham Property Revised 2/19/09- PIPE PRICES WRONG
	Relocate 6" Pipeline around easement lines

#### **MATERIALS**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1650.00	Ft. 6 5/8"od .280"wt X-42/52 FBE Coated Line Pipe	12.49	20,608.50
30.00	epoxy coating kits for field welds	98.00	2,940.00
	in Light to the the training in part of the control		
12.00	Nitrogen bottles for Purge of old line section	65.00	780.00
ि क्षित्र कर कर कर है। जा कर	The country of the second of t		
1.00	Port-o-let rental	150.00	150.00
3.00	5-R Hot Bends for Tie-Ins	1250.00	3,750.00
4	Trainer traine	<ul> <li>************************************</li></ul>	
			## :

Materials total: 28,228.50

#### SERVICE

HOURS	DESCRIPTION	CHARGES	TOTAL
120.00	Labor & Equipment for construction	675.00	81,000.00
	- The Control of th	A STATE OF THE STA	TO SERVICE STATE OF THE SERVIC
20.00	drain-ups and tie-ins	525.00	10,500.00
	en en ereng derengte i en er er geletet til døger for en træt en en en er er en en en en er er en en en en en Det er er en	distinityidegiyye gaga	Aller and Aller
40.00	Purge work and removal of existing pipe	435.00	17,400.00
50.00	X-ray for new construction & tie-ins	275.00	13,750.00
	Constitution of the property of the constitution of the constituti		V g = 1/4 V g = 1 to 1 g = 1 g
			**************************************
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	10 to		
			/4E   148

Service total: 122,650,00 Total bid price: 150,878.50

revised 08/12/09

Price valid until:

### LEWISRICE

FINGERSH 1010 Walnut - Suite 500 Kansas City, Missouri 64106 t: 816-421-2500 f: 816-472-2500

September 28, 2010

Greenwich 13, L.L.C. 150 N. Market Wichita, Kansas 67202

### FEES RELATED TO PIPELINE RELOCATION AT THE NW CORNER OF 13<sup>TH</sup> AND GREENWICH, WICHITA, KANSAS

Reimbursement by Greenwich 13, L.L.C. of legal fees and expenses incurred in the negotiation and drafting of the Pipeline Relocation Agreement, Right of Way Amendment, Subordination Agreement, Construction Contract, Escrow Account and Agreement Defining Right of Way.

\$78,700.00

TOTAL

\$78,700.00

### MKEC ENGINEERING CONSULTANTS, INC. Kansas City

Laham Development 150 N. Market Wichita KS 67202

Attention: Cathy Erickson

Invoice #: 66635 Project: 0701010075

Project Name: Laham-Greenwich Office Park

Invoice Group: 01

For Professional Services

Greenwich Office Park-Relocation of Pipeline at Berkeley Square.

Amount Due This Invoice	11,838.00
Current Billing Amount	11,838.00
Less Previous Billings	0.00
Fee Earned To Date	11,838.00
Percent Complete	100.00
Total Project Fee Authorized	11,838.00

utton FOR GREG AllisON

total actually \$11,841.70

per Any Liebau - all'invoices were rounded -see mail 3-31-11 and attached workshort 8 mm Any.

Invoice Date	Amount	
9/27/2007 11/28/2007	339 1,833	
Total 2007	2,172	2,172
1/18/2008 3/20/2008 4/8/2008 6/16/2008 9/25/2008 11/18/2008 12/12/2008 Total 2008	261 261 58 14 156 757 581 2,088	2,088
5/15/2009 6/23/2009 7/24/2009 9/24/2009 11/17/2009 12/15/2009 Total 2009	3,921 122 518 122 1,572 259 6,514	6,514
1/22/2010	1,064	1,064
Total all		11,838

# MKEC ENGINEERING CONSULTANTS, INC Kansas CICV ORTANTS, INC

Laham Development 150 N. Market Wichita, KS: 67202

Invoice Date: \$9/27/2007 Invoice #: 43415 Project #: 0701010075

Invoice Group: 01,

Project Name : Laham Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 9/1/2007

Gréenwich Office Park, Storm Water Pollution Prevention Plan, Private Parkway Paving & Drainage Pipeline Confinement, Marketing

Graphics, Design Development Guidelines

339.05

Salaries :

Multiplier Labor ...

1 883 86

Total Salaries

Amount Due This invoice \*\*

1,883.86

1,883.86

Greg Allison, P.E.

						:	23.00
Project:	0701010075	••	Laham- Gre	env	vich	-Office	Park

Invo	ice	#:	43415
	1,1		

	and the state of t		والأفار والأفارات والمتعارف المتعارف	40410
Phase: 1100 Pipe	line Confinement			
Multiplier Labor				
Class Employee Name		Hours		Amount
Engineer II/Sr. Technici	an	<del></del>		
David Grossi		5.00		U
Fechnician I		,		V
Brian Lindebak		0.50		
			Multiplier Labor	339,05
Total Phase : 1100 P	Pipeline Confinement		Labor:	339.05
•	100 P. C. (100 P. C.) (100 P. C.)		Expense :	0.00

Laham Development .150 N. Market Wichita, KS: 67202

Invoice Date 1 1/28/2007 Invoice #: 45193

Project #: 0701010075

Invoice Group : 01 Project Name, Laham- Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 11/3/2007

Greenwich Office Park, Storm Water Pollution Prevention Plan, Private Parkway, Paving & Drainage Pipeline Confinement, Marketing Graphics, Design Development Guidelines, Vacation Case/Street Dedication

1,833.01

Salaries

Multiplier Labor

11,350.68

Total Salaries

Amount Due This Invoice 🤧

11,350.68

+11,350.68

Phase: 1100 Pipeline Confin	ement .		The Mayor Right	
Multiplier Labor		🐼	v .	
Class Employée Náme		Hours		Āmount
Engineer II/Sr. Technician	Taraka da karangan da kara Karangan da karangan da ka		4.1 21	
David Grossi	• .	14.50	·	
Senior Engineer				
Gene A. Rath		8.00		
Technician I				
Brian Lindebak		3,25		
_	·		Multiplier Labor	1,833.01
Total Phase : 1100 - Pipeline Co	nfinement		Labor :	1,833.01
٠	es <u>tamanas ang ang a</u>	Canaline	Expense :	0.00

Kansas City Witchita

Oh Cl

Laham Development

150 N. Market

Wichita, KS. 67202

Invoice Date :- 1/18/2008

Invoice #: 46609

Project #: 0701010075

Invoice Group: 01

Project Name : Laham- Greenwich Office Rark

Attention: Cathy Erickson

For Professional Services Rendered through: 12/29/2007

Greenwich Office Park; Storm Water Pollution Prevention Plan, Private Parkway Paying & Drainage Pipeline Confinement Marketing Graphics, Design Development Guidelines; Vacation Case/Street Dedication

261.23

Salaries

Multiplier Labor

4 507 57

Total Salaries

Amount Due This Invoice 🎌

.4.507.57 4,507.57

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Propylding Prolessional Service Since 1982

Project: 0701010075 Laham-Greenwich Office	Park	Įnyolgę	#: 46609
Phase : 1100 Pipeline Confinement	n-1995 - #		
Multiplier Labör			
Class Employee Name	Hours		Amount
Ţechnician I	· · · · · · · · · · · · · · · · · · ·		
Brian Lindebak	, <b>4</b> .50		
		Multiplier Labor	261.23
Total Phase : 1100 Pipeline Confinement		Labor :	261.23
		Expense:	0.00

# MKEG ENGINÉERING CONSULÉANTS, INC

Laham Dévelopment 150 N. Market Wichita, KS. 67202

ˈlnvoice Date : 3/20/2008 Invoice # : 48488 Project # : 0701010075

Invoice Group : 101

Project Name: Laham-Greenwich Office Park

Attention: Cathy Erickson-

For Professional Services Rendered through: 3/1/2008

Greenwich Office Park; Storm Water Pollution Prevention Plan, Private Parkway Paving & Drainage Pipeline Confinement, Marketing Graphics, Design Development Guidelines, Vacation Case/Street Dedication

Salaries

Multiplier Labor

7,520.27

Total Salaries

7,520.27 7,520.27

Amount Due This Invoice \*\*

Providing Professional Service Since 1982 ~411 NO RTH WERB ROAD WICHITAL KS 67206 T 316.684 9600 F 316.684.5100

Project: 0701010075 Laham-Greenwich Office	Park	Invoice #:	48488
Phase: 1100 Pipeline Confinement			
Multiplier Labor			
Class Employee Name	Hours		Amount
Technician I	1 20 4	_	
Brian Lindebak	4.50		
		Multiplier Labor	261.23
Total Phase : 1100 Pipeline Confinement		¿Labor :	261.23
		Fynense	n nà

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(M) Con 13

Laham Development 150 N. Market Wichita, KS. 67202 Invoice Date: 4/8/2008 Invoice #: 49001 Project #: 0701010075,

Invoice Group: 101

Project Name : ¡Laham-Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 3/29/2008

Greenwich Office Park: Storm Water Pollution Prevention Plan. Private Parkway Paving & Drainage Pipeline Confinement, Marketing Graphics, Design Development Guidelines, Vacation Case/Street Dedication

58.06

Salaries

Multiplier Labor

1,157.97

Total Salaries

Amount Due This Invoice

1:157.97

1,157.97

Greg Allison, RE.

Project: 0701010075 Laham-Gre	eenwich Office Park	ilnyoice #:	49001
Phase: 1100 Pipeline Confine	ment		· · · · · · · · · · · · · · · · · · ·
Multiplier Labor			
Class Employee Name	Hours:		Amount
Technician I		<del></del>	
Brian Lindebak	1.00		
	. ·	Multiplier Labor	58.06
Total Phase : 1100 Pipeline Confinement		Labor :	58.06
and the second of the second o	Production Comparations	Expense :	0.00



Laham Development 150 N. Market - Wichita, KS. 67202

Invoice Date : 6/16/2008 Invoice # : 51262 Project # : 0701010075 Invoice Group : 01

Project Name: Laham- Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 5/31/2008

Greenwich Office Park

4Sålaries

Multiplier Labor

Total Salaries

Amount Due This Invoice \*\*

Greg Allison, P.É.

Pipeline



Project : 0701010075 -- Laham- Greenwich Office Park

Invoice #: 51262

Phase: 1100 -- Pipeline Confinement

Residence	Inhar
Multiplier	Labor

Class Employee Name	Hours ·		Amount
Technician I	Act of the second	<del></del>	
Brian Lindebak	0.25		
·	•	Multiplier Labor	14.51
Total Pháse : 1100 = Pipeline Cónfinement	·	iĽabor :	14.51
And the second of the second o		Expense:	0.00

Kansas Chly Oklahoma City Wichita

De

Laham Development 150 N. Market Wichita, KS-67202 Invoice Date : '9/25/2008' Invoice # : .54451

Project #: 0701010075

Invoice Group : .01

Project Name: Laham- Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 8/30/2008

Greenwich Office Park

Salaries

Mültiplier Labor

156,54

\*Total Salaries

🎜 Āmount Due This Invoice 🎏

Pipeline

156.54

Greg Alison P.E.

MKEG 26 YEARSI

Project : 0701010075 Laham- Greenwich Office Park		# Invoice # : 54451	
Phase: 1100 Pipeline Co	nfinement		
Multiplier Labor			
Class 4Employee Name	<u> Hours</u>		Amount
GPS'Survey	- <del></del>	· · · · · · · · · · · · · · · · · · ·	
"Andřew Tyler ŘĽŠ	0.75		
J.C. McClure Surveyor	1:50		
Andrew Tyler	0.50	ر چارون کی درسی	
		« Multiplier Labor	1156.54
Total Phase : 1100 - Pipeling	Confinement	Labor.: Expense	.156,54 0.00

97

Total Project : 0701010075 -- Laham- Greenwich Office Park

Kansas Čitý, Oktahoma Čity



Laham Development

150 N. Market

Wichita, KS. 67202

Invoice Date: 11/18/2008

lnvoice # : 56031 Project # : 0701010075

Attention: Cathy Érickson

For Professional Services Rendered through 11/1/2008

Greenwich Office Park

Salaries

Multiplier Labor

786.39

Total Salaries

Amount Due This Invoice



Project : 0701010075 Laham-Greenwich Office Park		Invoice #: 56031	
Phase : 1100 Pipeline Confinement			
Multiplier Labor			
Class Employée Name	Hours		Amount
Engineer II/Sr. Technician	15 4 1 70°	<del></del>	
Řýaл K. Ott	11.00		
	;	Multiplier Labor	757.36
Total Phase: 1100 Pipeline Confinement		Labor ::	757.36
	Anna a sa	Expense :	0.00



Laham Development 150 N. Market Wichita, KS. 67202

Invoice Date: 12/12/2008 Invoice #: 56740 Project #: 0701010075 Invoice Group: 01

Project Name: Laham-Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 11/29/2008

Greenwich Office Park-

Salaries

Multiplier Labor

Total Salaries Amount Due This Invoice



Project : 0701010075 Laham- Gree	nwich Office Park	Invoice #: 5	6740
Phase: 1100 Pipeline Confineme	ent		
Multiplier Labor	·		
Class Employee Name	Hours		Amount
Engineer II/Sr. Technician			
Ryan K. Ott	4.00		
Technician I	, *		
Scot Zimmerman	7:00		
	·	Multiplier Labor	581.58
Total Phase : 1100 Pipeline Confinement		Labor :	581.58
	,	Expense :	0.00



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Laham Development 150 N. Market Wichita, KS: 67202

Invoice Date: 5/15/2009 Invoice #: 60656

Project # : 10701010075

Invoice Group: 101

Project Name: Laham Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 5/2/2009

Greenwich Office Park

Salaries

Multiplier Labor

8,189.91

Total Salaries

Amount Due This Invoice

8,189.91

8,189.91

Jacon A CHA

Jason A. Gish. ASLÁ

Pipeline

# 3,921.11

Phase : 1100 Pipeline Confinement	A the few constraints and the first time of the constraints	: Province of the second	
Multiplier Labor			
Class Employee Name	Hours		Amount
Engineer II/Sr. Technician	· · · · · · · · · · · · · · · · · · ·	<del></del>	
Ryan K. Ott RLS	√9,00		
Michael Small	· 8,50		
Senior Engineer			
Jason A. Gish, ASLA	<sup>1</sup> 2.75		
Technician Î	·		
Brian Lindebak	40.00		
	1,0.25	Multiplier Labor	3,921:11
Total Phase : 1100 😝 Pipeline Confinement	w	Labor: Expense	3,921.11 0.00 /

Laham Development 150 N. Market Wichita, KS. 67202

Invoice # : 61568 Project #: 0701010075 Invoice Group: :01

Project Name: Laham- Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 5/30/2009

Greenwich Office Park

Salariés

Multiplier Labor!

Total Salaries

•

Amount Due This Invoice

Project: 0701010075 Laham	- Greenwich Office Park	invoice #: 6'	1568
Phase : 1100 Pipeline Con	finement	* * * * * * * * * * * * * * * * * * * *	
Multiplier Labor	A CONTRACTOR OF THE CONTRACTOR		
Class Employee Name	Hours		Amount
Technician I Brian Lindebak	.2.00		
		Multiplier Labor	122.04
Total Phase : 1100 😓 Pipeline Confinement Labor :			122.04
	<u> See all anni anni anni anni anni anni anni </u>	Expense	0.00
Total Project : 0701010075	Laham- Greenwich Office Park		122.04

# MKEC ENGINEERING CONSULTANTS, INC. Kansas Citty Officia Toma City Wightia

Laham Development 150 N. Market

Wichita, KS. 67202

Invoice Date : 7/24/2009

Invoice #: 62378

Project # : 0701010075 Invoice Group : 01

Project Name: Laham-Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 6/27/2009

Greenwich Office Park

Salaries

Multiplier Labor

518.67

Total Salaries

Amount Due This Invoice, \*\*

Project: 0701010075 Laham-Gree	enwich Office Park	Invoice #: 62	!378
Phase: 1100 - Pipeline Confinem	nent	Photo Photo Apper	<del></del>
Multiplier Labor			
Class "Employee Name	Hours		Amount
Technician I		<del> </del>	" ···
Brian Lindébak	8:50	. ()	
		Multiplier Labor	518.67
Total Phase : 1100 = Pipeline Confi	nement	Labor : Expense :	518,67 0.00
Total Project : 0701010075 Lal	hām- Greenwich Office Park		518.67

# MKEC ENGINEERING CONSULTANTS, INC. WICHILA

Laham Development 150 N. Market -Wichita, KS. 67202

Invoice Date: 9/24/2009 invoice # : 64070 Project # : 0701010075

Invoice Group : 01

Project Name : Laham-, Greenwich Office Park

Attention: Cathy Erickson.

For Professional Services Rendered through: 8/29/2009

Greenwich Office Park

Salaries

Multiplier Labor

122.04

Total Salaries

Amount Due This Invoice \*\*

Project : 0701010075 Laham- Greenwich Office Park		Invoice #:	64070
Phase : 1100 Pipeline Confinement	and a relative		
Multiplier Labor		• <del>•</del> •	
Člass Employee Näme	Hours		Amount
Technician I		<del></del>	·
Brian Lindebak	(2.00∙		
· ·	er en skriver en	Multipliër Labor	122.04
Total Phase : 1100 - Pipeline Confinement	*** **	Lábor :	122,04
		Expense :	ö.oo
Total Project : 0701010075 - Lahám Gree		ALLEGATION OF THE PROPERTY OF	122.04

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### MKEC ENGINEERING CONSULTANTS, INC.

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n 1<sub>l</sub>

Laham Development

150 N. Market Wichita, KS. 67202 linvoice Date: 11/17/2009

invoice #: 65235

Project #: 0701010075

Invoice Group : 01

Project Name Laham Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 10/31/2009

Greenwich Office Park

Salaries

Multiplier Labor

1,663.99

Total Salaries

Amount Due This invoice

1,663.99

1,663.99

Jason A/Gisti ASJA

Pipeline

1,572.14

Project : 0701010075 Laham- Greenwich Office Park		Invoice #:	: 65235	
Phase: 1100 Pipeline Confinemen	nt	, y,		
Multiplier Labor				
Class Employee Name	Hours		Amount	
RLS	<u></u>			
J.C. McClure	ÓÓ, e			
Technician I				
Brian Lindebak	11.50			
Donna Newman	5:25			
Total: Technician I	16.75		956.88	
		Mùltiplier Labor	1,572.14	
Total Phase : 1100 Pipeline Confine	ment*	Labor :	1,572.14	
	• • •	Expense:	0.00	

# MKEC ENGINEERING CONSULTANTS, INC. Wichita

Láham≀Dèvelopment 150 N. Market Wichita, KS. 67202

Invoice Date: 412/15/2009 Invoice #: 65984

Project #: 0701010075

Invoice Group: 01

Project Name: Laham Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 11/28/2009

Greenwich Office Park

"Salaries" Multiplier Labor

258.76

Total Salaries

Amount Due This Invoice

258.76

Pipelina

Jason A Gish AS(A

Project: 0701010075 Laha				Invoice #:	65984 
Phase: 1100 Pipeline Co	onfinement				
Multiplier Labor		•			
Class Employee Name	_	Hours			Amouni
RLS	_				·
J.C. McCture		1.00			
Surveyor	<u>₹</u> .1.		• •		
J.C. McClure		1.00			
Technician (			•		
Brian Lindebak	- '	2.00			
				Multiplier Labor	258.76
Total Phase : 1100 = Pipelin	e Confinement	•		, Labor	258.76
	A TELEVISION OF THE PROPERTY O			Expense :	0.00

Total Project : 0701010075 - Laham- Greenwich Office Park

### MKEC ENGINEERING CONSULTANTS, INC.

Ehr Cl

Kansas City wooklash koma City Wichita

Laham Development 150 N. Market Wichita, KS: 67202 Invoice Date : 1/22/2010 Invoice # : 66635

Project # : 0701010075

Invoice Group: 01

Project Name: Laham- Greenwich Office Park

Attention: Cathy Erickson

For Professional Services Rendered through: 1/2/2010

Greenwich Office Park

Salaries

Multiplier Labor

1,064.37

Total Salaries

Amount Due This Invoice \*\*

1,064.37

1,064.37

Gien Allison P.E. Delhison

Pipaline

Project .	0701010075	₩ Labam-	Greenwich Office	Park

Invoice #: 66635

Phase : 1100 Pir	eline Confinement	Contract Space	gp www.comis		÷,	<u>-</u> -
Multiplier Labor			£%"			
Class Employee Name	-		Hours			Amouni
GPS"	<del></del>		177			
Patrick Fink		: ':	2,00			
Andrew Tyler			2.00	: .		
Total: GPS			4.00			210.01
RLS.			*			
J.C. McClure			4.00			
Michael Small			1,50			
Total: RLS			5.50			380,79
Surveyor						
J.C. McClure			3.50			
Pátrick Fink			2.00			
"Aridrew Lyler"	•	: A:	, 2.00			
'Total: Surveyor			7:50	. *		449.27
Technician I		••	14		4, 5	
Donna Newman			0.50			
					Multiplier Labor	1,064.37
Total Phase : 1100	Pipeline Confineme	ηt.,			Labor :	1,064.37
			. •		Expense :	0.00
L Section . The	1010075 - Laham-i	Same despe			we .	1,064.37
Total-Project: 070	1010075 Laham-⊪	Greenwich (	Office Park			1.064.37



316.267.2000 | Fax 316.264.1556 | hinklaw.com | ID. No. 48-1029309

June 10, 2011

Client # 01107 03480

George E. Laham, II 150 N. Market Wichita, KS 67202

### **GW13 Pipeline Relocation**

### FOR PROFESSIONAL SERVICES

Reimbursement by Greenwich 13, L.L.C. of legal fees and expenses incurred in the negotiation and drafting of the Pipeline Relocation Agreement, Right of Way Amendment, Subordination Agreement, Construction Contract, Escrow Account and Agreement Defining Right of Way.

Fees	\$27,614.49
Credit for Payments from 3rd Party	(473.49)
Total	\$27,141.00

### City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing

Parking Facilities Program

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

<u>Analysis</u>: On June 21, 2011, the City Council, sitting as the Wichita Airport Authority, authorized a capital project for the design and construction of a parking garage incorporating rental car facilities and the reconfiguration of terminal area surface parking lots. The Parking Facilities Program also includes improvements to the parking revenue control system and modification of the exit plaza. It is appropriate to make notice of the intent to use debt financing for this project, with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

<u>Financial Considerations</u>: The total budget approved is \$40,000,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

**<u>Legal Considerations</u>**: The Law Department has approved the authorizing Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

**Attachments:** Authorizing Resolution.

Published in the Wichita Eagle on July 1, and July 8, 2011

#### **RESOLUTION NO. 11-154**

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

### **Parking Facilities Program**

ADOPTED at Wichita, Kansas, June 28, 2011.

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

- SECTION 2. That the cost of the above described Project is estimated to be Forty Million Dollars (\$40,000,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$40,000,000.
- SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.
- SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORE, DIRECTOR OF LAW	

### City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing Amendment

Air Capital Terminal 3 (ACT 3) Program

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

**Recommendation:** Adopt the Amended Resolution.

Background: Capital projects undertaken by the Wichita Airport Authority are funded by Federal Aviation Administration grants, Passenger Facility Charge (PFC) collections, grants from other sources, such as the Transportation Security Administration, and Airport operating revenues. The timing for the actual receipt of outside funds can vary depending on circumstances such as Congressional action and passenger activity levels. In order to assure that capital project schedules are not interrupted due to these timing fluctuations, City procedure calls for a notice of intent to issue debt financing for the full budget of the project. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Resolution No. 09-211 was adopted on July 14, 2009, finding the existence of a public necessity for the Air Capital Terminal 3 (ACT 3) project at an estimated cost of \$38,364,572.

<u>Analysis</u>: On June 21, 2011, the City Council, sitting as the Wichita Airport Authority, approved an increase in the budget of the Air Capital Terminal 3 (ACT 3) Program to allow for the construction of a new terminal building and related improvements. It is appropriate to make notice of the intent to use debt financing for this project, with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

<u>Financial Considerations</u>: The budget approved is \$160,000,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be a combination of grants, PFC collections, and Airport revenues.

<u>Goal Impact</u>: The Airport's contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

**Legal Considerations:** The Law Department has approved the amended Resolution as to form.

**Recommendation/Action:** It is recommended that the City Council adopt the amended Resolution and authorize the necessary signatures.

**Attachments:** Amended Resolution.

Published in the Wichita Eagle on July 1, 2011

#### **RESOLUTION NO. 11-155**

A RESOLUTION AMENDING RESOLUTION NO. 09-211, DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands; and,

WHEREAS, Resolution No. 09-211 of the City of Wichita, Kansas, adopted on July 14, 2009 and published on July 17 and July 24, 2009, found the existence of public necessity for the Air Capital Terminal 3 – Landside Utilities, Phase I and Mid-Continent Drive Relocation, and approved the payment and financing of the same, at an estimated cost of \$38,364,572, exclusive of the cost of interest on borrowed money; and,

WHEREAS, it has now become necessary to amend Resolution No. 09-211 to expand the Project approved therein to add certain related facility improvements to the project.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 1 of Resolution No. 09-211 is hereby amended to read as follows:

"SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements (including related studies), specifically, **Air Capital Terminal 3 (ACT 3) Program** to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project")."

SECTION 2. That Section 2 of Resolution No. 09-211 is hereby amended to read as follows:

"SECTION 2. That the cost of the above described Project is estimated to be One Hundred and Sixty Million (\$160,000,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$160,000,000."

SECTION 3. That the original versions of Sections 1 and 2 of Resolution No. 09-211, as the same previously existed, are hereby repealed and replaced with the amended versions set forth herein.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, June 28, 2011.

	CARL BREWER, MAYOR
ATTEST:	
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY REBENSTORF, DIRECTOR OF LAW	

### CITY OF WICHITA City Council Meeting June 28, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Settlement of Claim for Damages

**INITIATED BY:** Law Department

**AGENDA:** Consent

**Recommendation:** Authorize payment of \$13,025 as a full settlement for all claims arising out of an automobile accident.

**Background:** This claim arose from a May 31, 2011 automobile accident involving an OCI inspector employed by the City. The other driver sustained damage to her vehicle.

<u>Analysis:</u> The claimant has offered to accept a lump sum payment of \$13,025 as reimbursement of the new total loss of her vehicle in the claim against the City and its employee. Because of the risk of an adverse judgment if it went to trial, the Law Department recommends acceptance of the offer.

<u>Goal Impact:</u> Payment of the sum contributes to the City goal of providing a Safe and Secure Community. It provides certain resolution to a contingent liability.

**Financial Considerations:** Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

**Recommendations/Actions:** It is recommended that the City Council authorize payment of \$13,025 as a full settlement of all possible claims which were made or could have been made in the claim.

**Attachments:** None.

### Second Reading Ordinances for June 28, 2011 (first read on June 21, 2011)

### Repealing and Replacing EDX Ordinance (Cox Machine). (District V)

### ORDINANCE NO. 49-024

An ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Cox Machine, Inc., so exempted.

# City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** ZON2011-00010 – City zone change from B Multi-family Residential ("B") to

GC General Commercial ("GC"); generally located west of Broadway and north

of 24<sup>th</sup> St. North. (District VI)

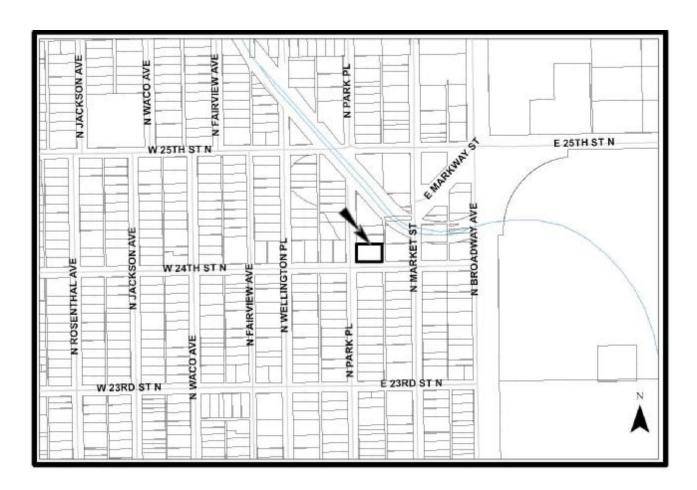
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** Approve, vote (9-1).

**DAB VI Recommendation:** Approve, vote (3-2-1).

**MAPD Staff Recommendation:** Approve.



**Background:** The applicant is requesting GC General Commercial ("GC") zoning on Lots 42, 44, 46 and 48, Garland Brook Addition, located at the northeast corner of 24<sup>th</sup> Street North and Park Place. The site is currently zoned B Multi-family Residential ("B") and is currently undeveloped. The site has access to North Park Place and East 24<sup>th</sup> Street North, both classified as residential streets, and a block and a half east to North Broadway, classified as a minor arterial.

Since the properties to the north, west and south have residential zoning, screening will be required along the north, west and south property lines. The compatibility setback standards will not be required since the surrounding residential zoning is less restrictive than the TF-3 Two-family Residential ("TF-3") zone district. The property will need to be developed according to requirements in the City's Landscape Ordinance.

Zoning east of the site is GC, and it is developed with a warehouse/office combination use and is owned by the applicant. Property north of the subject site is zoned B and is developed with a single-family residence. Farther north, across the drainage, the property is zoned GC and is currently used for vehicle storage. Land south of the subject site, across 24<sup>th</sup> Street North, is zoned B and is currently developed with a single-family residence and what appears to be an accessory apartment. Property west of the subject site, across North Park Place, is zoned B and is developed with single-family residences and quadraplexes.

Warehouse, Self-Service Storage is first permitted by right in the OW Office Warehouse ("OW") district. Since the bulk of the applicant's property is zoned GC, it seemed prudent to try to keep the zoning consistent. Also, there is an alley that separates the subject site from the other property owned by the applicant. In the near future, the applicant may want to vacate that portion of the alley to combine the properties into a single zoning lot.

<u>Analysis</u>: At the District VI Advisory Board meeting on Wednesday, May 18, the DAB voted 3-2 to approve the request with the recommendation of solid screening along the north property line and solid paneling on access gates. Other issues discussed were the placement of a chain-linked fence along the north property line and a limited access opening along Park Place. There was no opposition to the request, and one person voicing support of the request.

At the MAPC meeting held May 26, 2011, the MAPC voted (9-1) to recommend approval of the request for GC zoning and the following protective overlay:

- (1) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along North Park Place and along the northern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (2) No ground supported signage is allowed along the west side of the site, and no building signs facing the south and north are permitted on the site as long as the property adjacent to or across the street is residential developed or zoned. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along East 24<sup>th</sup> St. North.
- (3) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development.
- (4) Maximum height shall not exceed 55-feet.
- (5) The site shall be developed in conformance with all applicable regulations.
- (6) Only the following GC uses shall be permitted: Wholesale and Business Service, Warehousing, outside storage associated with Warehouse, Self-Service Storage, Research Services, Manufacturing, Limited, Warehouse, Self-Service Storage, Printing and Publishing, General, Printing and Copying, Limited, Personal Improvement Service, Personal Care Service, Office, General, and those uses permitted by right in the GO General Office district.

The case was approved through a 9-1 vote, with some discussion and questions about the screening along the north property line, the staffs decision to require access control along North Park Place and if the existing alley had been vacated. No protests have been received during the subsequent two-week protest period.

**Financial Considerations:** There are no financial considerations in regards to the zoning request.

**Goal Impact:** The application will promote Economic Vitality.

<u>Legal Considerations</u>: The ordinance has been reviewed and approved as to form by the Law Department.

### **Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the zone change and protective overlay and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

#### **Attachments:**

- Ordinance
- MAPC Minutes

#### ORDINANCE NO. 49-025 150004

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010. AS AMENDED.

### BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

### Case No. ZON2011-00010

Zone change request from B Multi-family Residential ("B") to GC General Commercial ("GC"), with a PO Protective Overlay on properties described as:

Lots 41, 43, 45 and 47, on Market Street, together with the East half of vacated alley adjoining on the West, and Lots 42, 44, 46 and 48, on Main Street, together with the West half of vacated alley adjoining on the East, and Lots 33, 35, 37 and 39, Except that part for Canal, on Market Street, together with the East half of vacated alley adjoining on the West, all in Garland Brook Addition to Wichita, Sedgwick County, Kansas; generally located at the northeast corner of the intersection of 24<sup>th</sup> Street North and North Park Place or west of North Broadway and north of 24<sup>th</sup> St. North.

### SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #253:

- (1) Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along North Park Place and along the northern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- (2) No ground supported signage is allowed along the west side of the site, and no building signs facing the south and north are permitted on the site as long as the property adjacent to or across the street is residential developed or zoned. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along East 24<sup>th</sup> St. North.
- (3) On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development.
- (4) Maximum height shall not exceed 55-feet.
- (5) The site shall be developed in conformance with all applicable regulations.
- (6) Only the following GC uses shall be permitted: Wholesale and Business Service, Warehousing, outside storage associated with Warehouse, Self-Service Storage, Research Services, Manufacturing, Limited, Warehouse, Self-Service Storage, Printing and Publishing, General, Printing and Copying, Limited, Personal Improvement Service, Personal Care Service, Office, General, and those uses permitted by right in the GO General Office district.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

### ADOPTED this 12th day of July, 2011.

ATTEST:	
Karen Sublett, City Clerk	Carl Brewer, Mayor
(SEAL)	
Approved as to form:	
Gary E. Rebenstorf, Director of Law	

### **EXCERPT MAY 26, 2011 PLANNING COMMISSION MINUTES**

<u>Case No.: ZON2011-10</u> - Daniel and J. Elizabeth Heflin (Owner/Applicant) and Meridian Construction LLC, Attn: Darrell Leffew (Agent) request a City zone change from B Multi-Family Residential to GC General Commercial on property described as:

Lots 41, 43, 45 and 47, on Market Street, together with the East half of vacated alley adjoining on the West, and Lots 42, 44, 46 and 48, on Main Street, together with the West half of vacated alley adjoining on the East, and Lots 33, 35, 37 and 39, Except that part for Canal, on Market Street, together with the East half of vacated alley adjoining on the West, all in Garland Brook Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting GC General Commercial ("GC") zoning on Lots 42, 44, 46 and 48, Garland Brook Addition, located at the northeast corner of 24<sup>th</sup> Street North and North Park Place. The site is currently zoned B Multi-family Residential ("B"), and is currently undeveloped. The site has access to North Park Place and East 24<sup>th</sup> Street North, both classified as residential streets, and a block and a half east to North Broadway, classified as a minor arterial.

Since the properties to the north, west and south have residential zoning, screening will be required along the north, west and south property lines. The compatibility setback standards will not be require since the surrounding residential zoning is less restrictive than the TF-3 Two-family Residential ("TF-3") zone district. The property will need to be developed according to the requirements of the City's Landscape Ordinance.

Zoning east of the site is GC and is developed with a warehouse/office combination use, and is owned by the applicant. Property north of the subject site is zoned B, and is developed with a single-family residence. Farther north, across the drainage, the property is zoned GC and is currently used for vehicle storage. Land south of the subject site, across 24<sup>th</sup> Street North, is zoned B and is currently developed with a single-family residence and what appears to be an accessory apartment. Property west of the subject site, across North Park Place, is zoned B and is developed with single-family residences and quadraplexes.

Warehouse, Self-Service Storage is first permitted by right in the OW Office Warehouse ("OW") district. Since the bulk of the applicant's property is zoned GC it seemed prudent to try to keep the zoning consistent. Also, there is an alley that separates the subject site from the other property owned by the applicant. In the near future, the applicant may want to vacate that portion of the alley to combine the properties into a single zoning lot.

At the District VI Advisory Board meeting on Wednesday, May 18, the DAB vote 3-2 to approve the request with the recommendation of solid screening along the north property line and solid paneling on access gates. Other issues discussed were the placement of a chain-linked fence along the north property line and a limited access opening along Park Place.

<u>CASE HISTORY</u>: The site is described as Lots 42, 44, 46 and 48; Garland Brook Addition, Wichita, Sedgwick County, KS, which was recorded with the Register of Deeds May 28, 1887.

### ADJACENT ZONING AND LAND USE:

NORTH: "B" Multi-family Residential Single-family Residences
SOUTH: "B" Multi-family Residential Single-family Residences
EAST: "GC" General Commercial Warehouse-Office Combination
WEST: "B" Multi-family Residential Single-family Residences

**PUBLIC SERVICES:** All municipal services and utilities are available. North Park Place and East 24<sup>th</sup> Street North are both paved residential streets. North Broadway, two blocks east of the subject site, is a paved four-lane minor arterial. These roads are shown to remain the same on the "2030 Transportation Plan." Currently, there are approximately 28,000 to 30,000 average daily trips on the North Broadway - East 25<sup>th</sup> St. North intersection. There appears to be 30-feet of half-street right-of-way at this location along East 24<sup>th</sup> St. North and 30-feet of half street right-of-way along North Park Place.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as appropriate for "Urban Residential." The "Urban Residential" category includes all densities of residential development found within the urban municipality. The property just east of the subject site, along North Market (also owned by the applicant) is identified as "Local Commercial." Local Commercial uses contain concentrations of commercial, office and personal service uses that do not have a significant regional market draw and high retail traffic. The range of uses includes: office, vehicle repair and service, grocery stores, florist shops, restaurants and personal service facilities. The Metropolitan Area Planning Commission (MAPC) has had for years an unofficial policy of supporting the expansion of existing businesses.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request for the GC General Commercial ("GC") zoning be <u>APPROVED</u>, contingent on the provisions of a Protective Overlay being complete within one-year of approval by the governing body.

- 1. Dedication of complete access control onto North Park Place and onto East 24<sup>th</sup> St. North except for one entrance off East 24<sup>th</sup> St. North.
- 2. Screening (fencing, evergreen vegetation or landscaped earth berms) six to eight feet in height, except in a sight triangle, shall be provided along North Park Place and along the northern property line as long as that property is residentially zoned. If fencing is the primary screening material, then landscaping of one tree and three shrubs every 30 feet shall also be supplied.
- 3. No ground supported signage is allowed along the west side of the site, and no building signs facing the south and north are permitted on the site as long as the property adjacent to or across the street is residential developed or zoned. No off-site or portable signs are allowed. Signs, in accordance with the sign code, are permitted along East 24<sup>th</sup> St. North.
- **4.** On site pole lighting will be no taller than 15-feet including the base/pedestal. Pole lighting will be directed down onto the site away from adjacent residential development.
- **5.** Maximum height shall not exceed 55-feet.
- **6.** The site shall be developed in conformance with all applicable regulations.
- 7. Only the following GC uses shall be permitted: Wholesale and Business Service, Warehousing, outside storage associated with Warehouse, Self-Service Storage, Research Services, Manufacturing, Limited, Warehouse, Self-Service Storage, Printing and Publishing, General, Printing and Copying, Limited, Personal Improvement Service, Personal Care Service, Office, General, and those uses permitted by right in the GO General Office district.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Zoning east of the site is GC General Commercial ("GC") and is developed with a warehouse/office combination use, and is owned by the applicant. Property north of the subject site is zoned B Multi-family Residential ("B") and is developed with a single-family residence. Land south of the subject site, across 24<sup>th</sup> Street North, is zoned B and is currently developed with a single-family residence and what appears to be an

- accessory apartment. Property west of the subject site, across North Park Place, is zoned B and is developed with single-family residences and quadraplexes.
- 2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned B Multi-family Residential ("B"). The B district primarily restricts the site to residential uses. Given the existence of a commercial building immediately east of the application area, the ownership pattern, and the land being used for vehicle storage to the southeast, this site is becoming less desirable for infill residential development.
- 3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of GC zoning will permit uses not currently permitted at this location; however the proposed Protective Overlay requirements will minimize detrimental impacts.
- 4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial of the request could cause the applicant an economic hardship since they own the adjacent properties to the east and the applicant could combine their ownership together for their proposed use. Approval of the request will allow this property to be utilized in a manner appropriate for this location and the proposed PO should mitigate potential negative impacts that could affect nearby properties.
- **5.** Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan identifies the site as appropriate for "Urban Residential." The "Urban Residential" category includes all densities of residential development found within the urban municipality. The property just east of the subject site, along North Market (also owned by the applicant) is identified as "Local Commercial." Local Commercial uses contain concentrations of commercial, office and personal service uses that do not have a significant regional market draw and high retail traffic. The range of uses includes: office, vehicle repair and service, grocery stores, florist shops, restaurants and personal service facilities. The subject site is under the same ownership and is an extension of the "Local Commercial" property that fronts North Market. While the proposal is not in strict compliance with the plan's recommendation; the MAPC has had for years an unofficial policy of supporting the expansion of existing businesses. Since the applicant owns the commercial property located to the east, the request could be considered in conformance with that unofficial policy.
- **6.** Impact of the proposed development on community facilities: GC uses are capable of generating some of the highest traffic rates. With the Protective Overlay, the proposed access controls would limit the amount of traffic that could put on North Park Place and 24<sup>th</sup> Street North. Therefore complete access control along North Park Place would help address potential increased demand on community facilities and limit the traffic from entering a residential street. Other typically supplied community facilities are available, and should not be negatively impacted by this request.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report.

**FOSTER** said he wanted to confirm the condition that the maximum height would be 55 feet.

**SLOCUM** said that was correct, even though 85 feet was allowed by the Unified Zoning Code (UZC).

**DAN HEFLIN, 714 NORTH YALE, APPLICANT** said he and his wife bought the property to be used as a small workshop and storage for private use. He also mentioned that he did a limited amount of

machining with light equipment at the location. He said they saw an opportunity to lease self-storage units because that would be less intrusive to the neighborhood and themselves. He said although there are three other self-storage facilities in the neighborhood, one is fairly expensive; one is quite a distance, and the other one is unprotected and unsecure. He referred to a color rendering of the facility which they planned on naming NOMAR Self-Store in order to be consistent with the NOMAR Business District. He briefly reviewed the design of the facility which he said will have a hacienda/southwest look with stucco walls. He described site plan and referred to a rendering.

**HEFLIN** referred to staff recommendations and said they would like to request two changes. He requested that they be allowed one limited access for moving trucks to get turned around and get out onto Park Place. He added that would only be during business hours. He also mentioned Fire and Police using it for emergency purposes only. In addition, he said there is a chain link fence between his property and the property to the north that he and his neighbor to the north would like to keep. He said a privacy fence would shade her yard and she likes to grow roses. He said they will remove the existing chain link fence which is currently a hodge-podge put up over the years and put in a clean, good looking fence. He said he will also provide climbing roses and screening for his neighbor and to beautify the area.

**JOSEPHINE MORENO, 2514 PARK PLACE** said she was present to support everything Mr. Heflin is doing. She said he works very hard and the area is really starting to look nice.

**HILLMAN** asked if waiving the solid fence requirement was possible.

**SLOCUM** indicated that the UZC does not allow for that exception. He said the applicant will have to apply for a variance.

**FOSTER** asked about access control and commented that it looks like they are using an ally off of 24<sup>th</sup> Street.

**SLOCUM** said as long as the applicant's vacates the ally they can use it. He said right now it is public right-of-way. He said he does not believe they can access 24<sup>th</sup> Street at this time.

MARNELL asked how staff felt about access onto Park Place.

**SLOCUM** responded that staff felt access control should be kept on that to keep commercial traffic off of residential streets, which was the purpose of the recommendation.

**MOTION:** To approve subject to staff recommendation with the exception requested by the applicant to add a limited access drive on Park Place.

**DENNIS** moved, **MARNELL** seconded the motion, and it carried (9-1). **FOSTER** – No.

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** ZON2011-00017 associated with CUP2011-00015 – a zone change from LI

Limited Industrial and LC Limited Commercial to GC General Commercial, and

DP-254 Kiser West Commercial Community Unit Plan Amendment #1; generally located on the southwest corner of 13<sup>th</sup> Street North and Greenwich

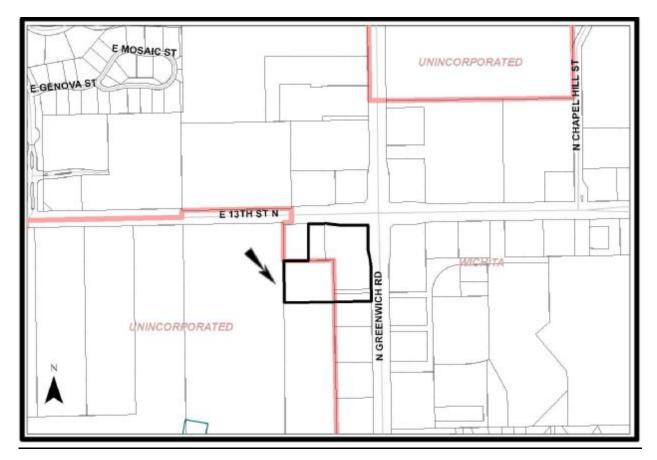
Road. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

MAPC Recommendations: Approve, subject to conditions (10-0).

MAPD Staff Recommendations: Approve, subject to conditions.



**BACKGROUND**: The applicants are seeking to amend the existing Kiser West Community Unit Plan (CUP) DP-254 by increasing the size of Parcel 2, adding uses and rezoning the enlarged Parcel 2 from LC Limited Commercial ("LC") to GC General Commercial ("GC"). Community Unit Plan DP-254 currently contains 13.71 net acres divided among ten parcels that are zoned LC Limited Commercial ("LC"), subject to CUP's development standards. Uses permitted by the existing CUP are: all uses permitted in the LC zoning district, except for correctional placement residences, group residences, group homes, residential uses, halfway houses, night clubs including adult entertainment, taverns and drinking establishments on all parcels; and except for service stations, convenience stores, drive-in/drive-through restaurants and vehicle repair on Parcels 7, 8 and 9. All uses that require conditional use permits in the LC district are only permitted by amending the CUP. Maximum building height in the existing CUP is limited to 35 feet.

The applicant wishes to modify the existing CUP in the following ways: a) add to Parcel 2 (currently vacant) 2.17 acres of unplatted LI Limited Industrial ("LI") zoned land located south of Parcel 1 (the existing carpet store at 11041 East 13th Street North) and Parcel 1A (vacant) and west of existing Parcels 3 and 4 (both of which are currently vacant); b) down zone the unplatted 2.17 acres of LI zoned property described in the previous sentence to GC; c) expand the size of Parcel 2 from 1.62 acres to six acres by adding to Parcel 2 the following tracts: Parcel 1-a (0.62 acre), Parcel 3 (1.28 acres), the northern 0.315 acre of Parcel 4 and the 2.17 acres of the unplatted LI property; d) up zone the LC zoned portion of Parcel 2 to GC; e) increase Parcel 2 maximum building height from 35 to 45 feet; f) modify permitted uses for Parcel 2 to be all uses permitted in the GC zoning district except: all residential uses, community assembly, convalescent care facility, general and limited, correctional placement residences, general and limited, golf course, group home, general and limited, recycling collection station, public and private, pawn shop, recreational vehicle campground, riding academy or stable, sexually oriented business, tattooing and body piercing facility, asphalt or concrete plant and manufacturing, general and limited; g) amend General Provision 7 to increase sign height from 20 feet to 25 feet; h) delete or amend General Provision 9 regarding Architectural Control; i) delete General Provision 10 and j) modify General Provision 18 regarding the screening of dumpsters and work areas.

As proposed, the following uses would be permitted: auditorium or stadium, cemetery, church or place of worship, day care limited and general, government service, hospital, library, nursing facility, parks and recreation, recycling processing center, reverse vending machine, safety service, school elementary, middle and high, university or college, utility minor, animal care limited and general, automated teller machine, bank or financial institution, bed and breakfast inn, broadcast/recording studio, car wash, construction sales and service, convenience store (currently prohibited), entertainment establishment in the city, event center in the city, farmer's market in the city, funeral home, hotel or motel, kennel hobby or boarding/breeding/training, marine facility recreational, medical service, microbrewery, monument sales, nightclub in the city (currently prohibited), nurseries and garden centers, office general, parking area commercial, personal care service, personal improvement service, post office substation, printing and copying limited, printing and publishing general, recreation and entertainment indoor and outdoor, restaurant (drive-in/drive through restaurant currently prohibited), retail general, rodeo in the city, secondhand store, service station (currently prohibited), tavern and drinking establishment (currently prohibited), teen club in the city, vehicle and equipment sales, outdoor, vehicle repair limited and general, vocational school, warehouse, self-service storage, wireless communication facility, asphalt plant limited, research services, storage outdoor as a principal use, vehicle storage yard, warehousing, welding and machine shop, wholesale or business services, agriculture, agricultural research and agricultural sales and service. (Italicized uses are currently allowed by the CUP; non-italicized uses would be added.)

Permitted uses for Parcels 1, 4, 5, 6, 7, 8 and 9 are to remain unchanged: all uses permitted in the LC district, except correctional placement residences, group residences, group homes, residential uses, halfway houses, night clubs including adult entertainment, taverns and drinking establishments; and except the following additional uses on Parcels 7, 8 and 9, service stations, convenience stores, drive-in/drive-through restaurants and vehicle repair. All uses that require conditional use permits in the LC district are only permitted by amending the CUP.

The net result of these proposed changes from a) through f) are: Parcels 1a and 3 are deleted; Parcel 4 is reduced from 1.29 acres to .975 acres, Parcel 2 is increased in size to six acres; Parcel 2 is rezoned from LC to GC; maximum building height is increased to 45 feet and Parcel 2 is permitted GC uses that were previously prohibited. All other parcels within the CUP except for Parcel 2 would remain zoned LC subject to the CUP's development standards. With respect to proposed amendment g), requesting allowable sign height to be increased from 20 feet to 25 feet, staff recommends approval. Regarding proposed amendment h), the applicant and staff agreed to the following language: All buildings except those on Parcel 2 shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as established by the owner of Parcel 2 in compliance with the requirements of the Covenants, Conditions and Restrictions recorded in the Sedgwick County Register of Deeds office on DOC. #/Film-PG: 28867206, and as approved by the Director of Planning. The applicant requests General Provision 10 be deleted, and staff agrees with the request.

Property surrounding the CUP is zoned LC and LI and is either vacant or developed with a bank, restaurant, hotel, carpet store, hotel, Flight Safety facility and Hawker Beechcraft runway. The subject site is located approximately 1,000 feet northeast of the northern end of Hawker Beechcraft's runway.

The property is also subject to the Airport Hazard Overlay district (City Code Chapter 28.08) whose purpose is to prevent the establishment of airport hazards on airports and their environs by establishing height limits and use restrictions. Height limits above 25 feet are established by comparing a location's elevation to a set of transitional, horizontal and conical zones that have been charted for each airport (Section 9). Section 13 contains use restrictions: (A) no use may be made of land or water within any zone established by this code in such manner as to make it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, create smoke, impair visibility in the vicinity of the airport, create bird strike hazards or otherwise in any way, endanger or interfere with the landing, takeoff or maneuvering of aircraft to the use the airport; (B) requires lighting to be shielded and (C) allows structures and trees to a height of 25 feet. Section 15 (A) requires a permit to be obtained from the Zoning Administrator when there is a material change in the use of the land is made or if a structure or pole is erected.

<u>Analysis:</u> At the MAPC meeting held on May 26, 2011, the MAPC voted (10-0) to approve subject to the staff recommendations. No citizens were present to speak on the case. No protests have been received.

The action of the MAPC was to <u>APPROVE</u> the request subject to replatting the amended portions of the CUP within one year and the following conditions:

- 1. Approve proposed amendment a): add to Parcel 2 (currently vacant) 2.17 acres of unplatted LI Limited Industrial ("LI") zoned land located south of Parcel 1 (the existing carpet store at 11041 East 13<sup>th</sup> Street North) and Parcel 1A (vacant) and west of existing Parcels 3 and 4 (both of which are currently vacant);
- 2. Approve proposed amendment b): down zone the unplatted 2.17 acres of LI zoned property described in the previous sentence to GC;
- 3. Approve proposed amendment c): expand the size of Parcel 2 from 1.62 acres to six acres by adding to Parcel 2 the following tracts: Parcel 1-a (.62-acre), Parcel 3 (1.28 acres), the northern .315-acre of Parcel 4 and the 2.17 acres of the unplatted LI property;
- 4. Approve proposed amendment d): up zone the LC zoned portion of Parcel 2 to GC;
- 5. Approve proposed amendment e): increase Parcel 2 maximum building height from 35 to 45 feet;

- 6. Approve proposed amendment f): modify permitted uses for Parcel 2 to be all uses permitted in the GC zoning district except: all residential uses, community assembly, convalescent care facility, general and limited, correctional placement residences, general and limited, golf course, group home, general and limited, recycling collection station, public and private, pawn shop, recreational vehicle campground, riding academy or stable, sexually oriented business, tattooing and body piercing facility, asphalt or concrete plant and manufacturing, general and limited;
- 7. Approve proposed amendment g): amend General Provision 7 to increase sign height from 20 feet to 25 feet;
- 8. Approve proposed amendment h): All buildings except those on Parcel 2 shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as established by the owner of Parcel 2 in compliance with the requirements of the Covenants, Conditions and Restrictions recorded in the Sedgwick County Register of Deeds office on DOC. #/Film-PG: 28867206, and as approved by the Director of Planning;
- 9. Approve proposed amendment i): the deletion of General Provision 10 dealing with an owners' association;
- 10. Item j): Add to the following statement to the General Provisions section: The Kiser West Addition CUP shall be revised to include an additional General Provision for stormwater management that states the following: Parcel 1 thru 9 shall comply with stormwater management regulations, including the planning, design, construction, and long term operation and maintenance of the subdivision's permanent water quality treatment BMPs, stormwater detention, and channel protection volume. Prior to the issuance of a building permit, the applicant and/or developer will be required to submit an updated drainage plan identifying how the subdivision will address these requirements; and
- 11. Item k): Provide four copies of the approved CUP within thirty days of approval.

<u>Financial Considerations</u>: Approval of this request will not create any extraordinary financial considerations for the City of Wichita.

<u>Goal Impact</u>: The application will assist with the implementation of one of the City's goals - Promote Economic Vitality.

<u>Legal Considerations</u>: The ordinance has been reviewed and approved as to form by the Law Department.

### **Recommendation/Actions:**

1) Adopt the findings of the MAPC and approve the zone change and DP-254 Amendment #1 subject to the recommended conditions; authorize the Mayor to sign the ordinance and withhold publication of the ordinance until the plat is recorded with the Register of Deeds (simple majority required)

**Attachments:** CUP drawing

MAPC minutes Ordinance

### Published in The Wichita Eagle on July 15, 2011

### **ORDINANCE NO. 49-026**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

### BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

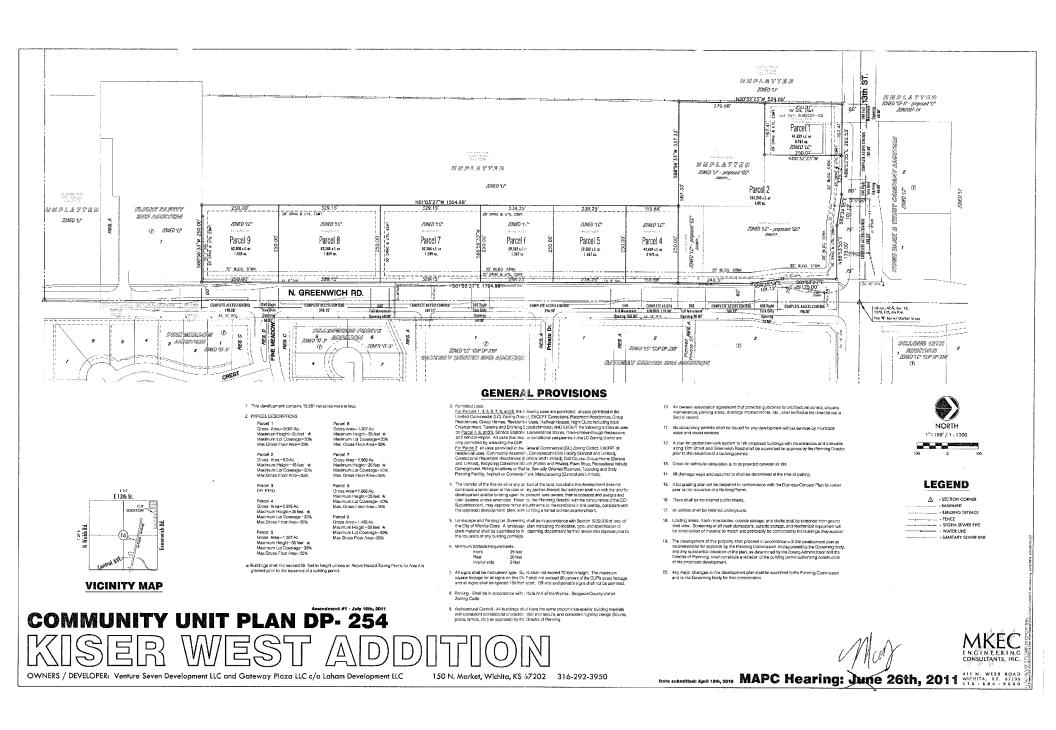
### Case No. ZON2011-00017

Zone change request from LI Limited Industrial ("LI") and LC Limited Commercial ("LC") to GC General Commercial ("GC") on properties described as:

- Lot 1, Kiser West Second Addition, Wichita, Sedgwick County, Kansas; generally located southwest of the intersection of East 13<sup>th</sup> Street and North Greenwich Road.
- **SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.
- **SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

#### ADOPTED this 12th day of July, 2011.

ATTEST:	
Karen Sublett, City Clerk	Carl Brewer, Mayor
(SEAL)	
Approved as to form:	
Gary E. Rebenstorf, Director of Law	
CUP2009-00013 & ZON2009-00019	



### EXCERPT MINUTES OF THE MAY 26, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

<u>Case No.: CUP2011-15 and ZON2011-17</u> - Venture Seven Development, LLC; Gateway Plaza, LLC (Laham Development, LLC); Hawker Beechcraft Corp. (owner/co-applicant) / MKEC Engineering Consultants, Inc. (agent) request City CUP DP-254 Amendment #1 to add acreage, add uses and zone change from LC Limited Commercial to GC General Commercial and LI Limited Industrial to GC General Commercial on property described as:

Lot 1, EXCEPT, the west 167.40 feet thereof, TOGETHER WITH, Lots 2 and 3, TOGETHER WITH, the north 55.13 feet of Lot 4, all in Block 1, Kiser West Addition, an addition to Wichita, Sedgwick County, Kansas, ALSO, TOGETHER WITH, an unplatted tract of land lying within the Northeast Quarter, of Section 16, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow: BEGINNING at the northwest corner of Lot 3, Block 1, Kiser West Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the west line of said addition on a platted bearing of S01°03'27"E, 280.13 feet; thence S88°56'33"W, 337.33 feet; thence N00°32'23"W, 279.88 feet to the southwest corner of Lot 1, Block 1, said Kiser West Addition; thence along the south lines of Lots 1 and 2, Block 1, said Kiser West Addition, N88°53'55"E, 334.80 feet to the POINT OF BEGINNING.

**BACKGROUND:** The applicants are seeking to amend the existing Kiser West Community Unit Plan (CUP) DP-254 by increasing the size of Parcel 2, adding uses and rezoning the enlarged Parcel 2 from LC Limited Commercial ("LC") to GC General Commercial ("GC"). Community Unit Plan DP-254 currently contains 13.71 net acres divided among ten parcels that are zoned LC Limited Commercial ("LC"), subject to CUP's development standards. Uses permitted by the existing CUP are: all uses permitted in the LC zoning district, except for correctional placement residences, group residences, group homes, residential uses, halfway houses, night clubs including adult entertainment, taverns and drinking establishments on all parcels; and except for service stations, convenience stores, drive-in/drive-through restaurants and vehicle repair on Parcels 7, 8 and 9. All uses that are require conditional use permits in the LC district are only permitted by amending the CUP. Maximum building height in the existing CUP is limited to 35 feet.

The applicant wishes to modify the existing CUP in the following ways: a) add to Parcel 2 (currently vacant) 2.17 acres of unplatted LI Limited Industrial ("LI") zoned land located south of Parcel 1 (the existing carpet store at 11041 East 13<sup>th</sup> Street North) and Parcel 1A (vacant) and west of existing Parcels 3 and 4 (both of which are currently vacant); b) down zone the unplatted 2.17 acres of LI zoned property described in the previous sentence to GC; c) expand the size of Parcel 2 from 1.62 acres to six acres by adding to Parcel 2 the following tracts: Parcel 1-a (.62-acre), Parcel 3 (1.28 acres), the northern .315-acre of Parcel 4 and the 2.17 acres of the unplatted LI property; d) up zone the LC zoned portion of Parcel 2 to GC; e) increase Parcel 2 maximum building height from 35 to 45 feet; f) modify permitted uses for Parcel 2 to be all uses permitted in the GC zoning district except: all residential uses, community assembly, convalescent care facility, general and limited, correctional placement residences, general and limited, golf course, group home, general and limited, recycling collection station, public and private, pawn shop, recreational vehicle campground, riding academy or stable, sexually oriented business, tattooing and body piercing facility, asphalt or concrete plant and manufacturing, general and limited; g) amend General Provision 7 to increase sign height from 20 feet to 25 feet; h) delete or amend General Provision 9 regarding Architectural Control; i) delete General Provision 10 and j) modify General Provision 18 regarding the screening of dumpsters and work areas.

As proposed, the following uses would be permitted: auditorium or stadium, cemetery, church or place of worship, day care limited and general, government service, hospital, library, nursing facility, parks and recreation, recycling processing center, reverse vending machine, safety service, school elementary,

middle and high, university or college, utility minor, animal care limited and general, automated teller machine, bank or financial institution, bed and breakfast inn, broadcast/recording studio, car wash, construction sales and service, convenience store (currently prohibited), entertainment establishment in the city, event center in the city, farmer's market in the city, funeral home, hotel or motel, kennel hobby or boarding/breeding/training, marine facility recreational, medical service, microbrewery, monument sales, nightclub in the city (currently prohibited), nurseries and garden centers, office general, parking area commercial, personal care service, personal improvement service, post office substation, printing and copying limited, printing and publishing general, recreation and entertainment indoor and outdoor, restaurant (drive-in/drive through restaurant currently prohibited), retail general, rodeo in the city, secondhand store, service station (currently prohibited), tavern and drinking establishment (currently prohibited), teen club in the city, vehicle and equipment sales, outdoor, vehicle repair limited and general, vocational school, warehouse, self-service storage, wireless communication facility, asphalt plant limited, research services, storage outdoor as a principal use, vehicle storage yard, warehousing, welding and machine shop, wholesale or business services, agriculture, agricultural research and agricultural sales and service. (Italicized uses are currently allowed by the CUP; non-italicized uses would be added.)

Permitted uses for Parcels 1, 4, 5, 6, 7, 8 and 9 are to remain unchanged: all uses permitted in the LC district, except correctional placement residences, group residences, group homes, residential uses, halfway houses, night clubs including adult entertainment, taverns and drinking establishments; and except the following additional uses on Parcels 7, 8 and 9, service stations, convenience stores, drive-in/drive-through restaurants and vehicle repair. All uses that require conditional use permits in the LC district are only permitted by amending the CUP.

The net result of these proposed changes a through f are: Parcels 1a and 3 are deleted; Parcel 4 is reduced from 1.29 acres to .975 acres. Parcel 2 is increased in size to six acres; Parcel 2 is rezoned from LC to GC; maximum building height is increased to 45 feet and Parcel 2 is permitted GC uses that were previously prohibited. All other parcels within the CUP except for Parcel 2 would remain zoned LC subject to the CUP's development standards. With respect to proposed amendment g, requesting allowable sign height to be increased from 20 feet to 25 feet, staff recommends approval. Regarding proposed amendment h, which the applicant proposes to modify or delete, staff recommends the provision remain as is, the applicant and staff agreed to the following language: All buildings except those on Parcel 2 shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as established by the owner of Parcel 2 in compliance with the requirements of the Covenants, Conditions and Restrictions recorded in the Sedgwick County Register of Deeds office on DOC. #/Film-PG: 28867206, and as approved by the Director of Planning. The applicant requests General Provision 10 be deleted, staff agrees with the request. Regarding General Provision 18, the screening of dumpsters and work areas, the applicant wishes to not have to provide screening to the west, the approach to the runway. Staff is supportive of the request so long as the activities needing to be screened cannot be seen from adjoining properties located within the CUP or from street level view, has withdrawn this request.

Property surrounding the CUP is zoned LC and LI and is either vacant or developed with a bank, restaurant, hotel, carpet store, hotel, Flight Safety facility and Hawker Beechcraft runway. The subject site is located approximately 1,000 feet northeast of the northern end of Hawker Beechcraft's runway.

The property is also subject to the Airport Hazard Overlay district (City Code Chapter 28.08) whose purpose is to prevent the establishment of airport hazards on airports and their environs by establishing height limits and use restrictions. Height limits above 25 feet are established by comparing a location's elevation to a set of transitional, horizontal and conical zones that have been charted for each airport (Section 9). Section 13 contains use restrictions: (A) no use may be made of land or water within any zone established by this code in such manner as to make it difficult for pilots to distinguish between airport lights and other lights, results in glare in the eyes of pilots using the airport, create smoke, impair visibility in the vicinity of the airport, create bird strike hazards or otherwise in any way, endanger or

interfere with the landing, takeoff or maneuvering of aircraft to the use the airport; (B) requires lighting to be shielded and (C) allows structures and trees to a height of twenty-five feet. Section 15 (A) requires a permit to be obtained from the Zoning Administrator when there is a material change in the use of the land is made or if a structure or pole is erected.

<u>CASE HISTORY</u>: Applications ZON2000-00022 and CUP2000-00021, respectively, established LC zoning and created the 13.71-acre Kiser West CUP were approved by the MAPC on May 24, 2001, and the Board of County Commission on June 20, 2001. On February 4, 2005, Administrative Adjustment CUP2005-00005 approved a split of Parcel 1 into Parcel 1 and Parcel 1A.

### ADJACENT ZONING AND LAND USE:

NORTH: LC; carpet store, bank

SOUTH: LC and LI; Flight Safety facility EAST: LC; vacant, restaurant, hotel WEST: LI; Hawker Beechcraft runway

**PUBLIC SERVICES:** East 13<sup>th</sup> Street is a five-lane paved arterial with 60 feet expanding to 75 feet of half-street right-of-way at the intersection. North Greenwich Road also has 60 and 75 feet of half-street right-of-way. Access controls as proposed for the revised Parcel 2 and depicted on the CUP amendment should be amended to reflect one full-turn movement to line up with the bank's driveway across the street on 13<sup>th</sup> Street. The one right turn only and one full movement opening on North Greenwich have been approved by the Traffic Engineer. Less than one-half mile to the east, East 13<sup>th</sup> Street intersects with K-96, a divided four-lane highway providing convenient access from the greater metropolitan area and the south-central Kansas region.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide depicts this location as appropriate for "regional commercial" uses. Regional commercial uses include areas containing concentrations of commercial, office and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes: major retail malls, major automobile dealerships and big box retail outlets with a regional market draw.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends the following, subject to replatting the amended portions of the CUP:

Approve proposed amendment a): add to Parcel 2 (currently vacant) 2.17 acres of unplatted LI Limited Industrial ("LI") zoned land located south of Parcel 1 (the existing carpet store at 11041 East 13<sup>th</sup> Street North) and Parcel 1A (vacant) and west of existing Parcels 3 and 4 (both of which are currently vacant);

Approve proposed amendment b): down zone the unplatted 2.17 acres of LI zoned property described in the previous sentence to GC;

Approve proposed amendment c): expand the size of Parcel 2 from 1.62 acres to six acres by adding to Parcel 2 the following tracts: Parcel 1-a (.62-acre), Parcel 3 (1.28 acres), the northern .315-acre of Parcel 4 and the 2.17 acres of the unplatted LI property;

Approve proposed amendment d): up zone the LC zoned portion of Parcel 2 to GC;

Approve proposed amendment e): increase Parcel 2 maximum building height from 35 to 45 feet;

Approve proposed amendment f): modify permitted uses for Parcel 2 to be all uses permitted in the GC zoning district except: all residential uses, community assembly, convalescent care facility, general and

limited, correctional placement residences, general and limited, golf course, group home, general and limited, recycling collection station, public and private, pawn shop, recreational vehicle campground, riding academy or stable, sexually oriented business, tattooing and body piercing facility, asphalt or concrete plant and manufacturing, general and limited;

Approve proposed amendment g): amend General Provision 7 to increase sign height from 20 feet to 25 feet;

Deny Approve proposed amendment h <u>as revised</u>): <u>delete or amend General Provision 9 regarding</u>

Architectural Control All buildings except those on Parcel 2 shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as established by the owner of Parcel 2 in compliance with the requirements of the Covenants, Conditions and Restrictions recorded in the Sedgwick County Register of Deeds office on DOC. #/Film-PG: 28867206, and as approved by the Director of Planning.;

Approve proposed amendment i): the deletion of General Provision 10 dealing with an owners' association;

Approve the modification of proposed amendment j): modify General Provision 18 regarding the screening of dumpsters and work areas to not require screening to the west provided the activities needing screening cannot be seen from ground level view from other parcels within the CUP or from street level view;

Item k): Add to the following statement to the General Provisions section: The Kiser West Addition CUP shall be revised to include an additional General Provision for stormwater management that states the following: Parcel 1 thru 9 shall comply with stormwater management regulations, including the planning, design, construction, and long term operation and maintenance of the subdivision's permanent water quality treatment BMPs, stormwater detention, and channel protection volume. Prior to the issuance of a building permit, the applicant and/or developer will be required to submit an updated drainage plan identifying how the subdivision will address these requirements; and

Item 1): Provide four copies of the approved CUP within thirty days of approval.

This recommendation is based on the following findings:

- 1. The zoning, uses and character of the neighborhood: Land to the north, northeast and east is zoned LC, and is either vacant or developed with carpet store, bank, restaurant or hotel uses. Land to the south and west is zoned LI, and is developed with aviation uses; Flight Safety and Hawker Beechcraft runway. The character of the larger area has been evolving for several years. Initially much of the area around the end of the runway was owned by the aircraft manufacturer and they privately insured that uses were compatible with air operations. Development on land not owned by the aircraft company has been thoroughly monitored by the different aircraft manufacturers to ensure that flight operations would not be negatively impacted by off-site development, primarily by limiting uses that would create large concentrations of people or uses impacted by noise and by limiting structure heights. Over time, as ownership of the aircraft plant has changed, land that once was owned by the aircraft manufacturer has been sold to private interests; more intense developments have been approved and developed. As a result of zoning approvals and construction projects, the area around the application has been changing from vacant land to retail, church, bank, motel, restaurant, car dealership, motel, entertainment uses as well as aviation uses.
- 2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC subject to the uses and development standards contained in the Kiser West Community

Unit Plan. As described in the first paragraph of this report, the Kiser West CUP permits a wide range of retail and commercial uses. Presumably the site could be put to economic use as currently zoned.

- 3. Extent to which removal of the restrictions will detrimentally affect nearby property: As proposed, the primary change for the subject site when compared to property zoned LC located north, northeast and east of the site would be to allow uses that are dependent upon extensive outdoor display and storage. Property located south and west is zoned LI, which allows more intensive uses and outdoor storage than the GC district, and is developed with aviation uses. In fact one of the applicants is Hawker Beechcraft. Presumably they would not be a party to a zone change and CUP amendment that they felt would be detrimental to their business interests and flight operations. When compared to building height for the other parcels in the CUP, building height for Parcel 2 would be increased from 35 feet to 45 feet.
- 4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Denial would presumably represent an economic loss to the applicants.
- 5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts this location as appropriate for "regional commercial" uses. Regional commercial uses include areas containing concentrations of commercial, office and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes: major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. The proposal appears to be consistent with adopted plans.
- 6. <u>Length of time the property has remained vacant as currently zoned</u>. The property is currently vacant and has been since originally zoned.
- 7. <u>Impact of the proposed development on community facilities</u>: Facilities are in place, or will be extended as part of the platting process, to meet anticipated needs.

**DALE MILLER**, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**HILLMAN** moved, **JOHNSON** seconded the motion, and it carried (10-0).

### City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** SUB2011-00023 -- Plat of Kiser West 2<sup>nd</sup> Addition located on the southwest

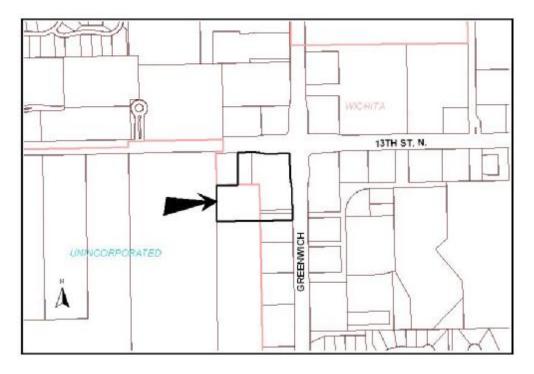
corner of 13<sup>th</sup> Street North and Greenwich. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (10-0)



**Background:** The site, consisting of one lot on six acres, is a replat of a portion of the Kiser West Addition. The site was approved for an amendment to the Kiser West Addition Community Unit Plan (DP-254, CUP 2011-00015) and a zone change (ZON 2011-00017) from LI Limited Industrial and LC Limited Commercial to GC General Commercial. The north and east portions of the site are located within Wichita and the southwestern portion of the site is being annexed into Wichita.

<u>Analysis</u>: Water and sewer services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for drainage improvements. The applicant has submitted a Notice of Community Unit Plan (CUP) Certificate identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

**Goal Impact:** Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

<u>Legal Considerations</u>: The Certificate of Petition and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds by the applicant.

The Ordinance has been approved as to form by the City's Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

**<u>Attachments</u>**: Certificate of Petition

Notice of Community Unit Plan

Ordinance Resolution

## Published in The Wichita Eagle on July 15, 2011

#### **ORDINANCE NO. 49-027**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

# BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

#### Case No. ZON2011-00017

Zone change request from LI Limited Industrial and LC Limited Commercial to GC General Commercial on property described as:

Lot 1, Block 1, Kiser West Second Addition, Wichita, Sedgwick County, Kansas.

Generally located on the southwest corner of Greenwich Road and 13<sup>th</sup> Street North.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 12th day of July, 2011.

ATTEST:	
Karen Sublett, City Clerk	Carl Brewer, Mayor
(SEAL)	
APPROVED AS TO FORM:	
Gary E. Rebenstorf, Director of Law	

#### **RESOLUTION NO. 11-156**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 379 (SOUTH OF 13TH, WEST OF GREENWICH) 468-84775 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 379 (SOUTH OF 13TH, WEST OF GREENWICH) 468-84775 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 379 (south of 13th, west of Greenwich) 468-84775.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Ninety-Three Thousand Dollars (\$93,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## **KISER WEST SECOND ADDITION**

Lot 1. Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28<sup>th</sup> day of June, 2011.

ATTEST:	CARL BREWER, MAYOR
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY E. REBENSTORF DIRECTOR OF LAW	

## NOTICE OF COMMUNITY UNIT PLAN

NOTICE OF CUP – KISER WEST SECOND ADDITION 10514	Page 1
	Gary E. Rebenstorf, Director of Law City of Wichita, Kansas
	APPROVED AS TO FORM:
My Appointment Expires:	
(SEAL)	Notary Public:
<u>Company</u> to me personally known to be the same perso	, 2011, before me a Notary Public in and for said 'enture Seven Development, LLC, a Kansas Limited Liability in who executed the foregoing instrument of writing and duly ereof I have hereunto set my hand and affixed my notarial seal
Sedgwick County ) SS State of Kansas )	
By: George E. Laham II, Manager	
VENTURE SEVEN DEVELOPMENT, LLC A Kansas Limited Liability Company	
EXECUTED the day and year first written above	
restrictions on the use and requirements on the developme	e that the approved C.U.P. 2011-00015 (DP-254) has placed nt of the above described real property. The community unit planssigns, and is a document running with the land and is binding on ichita, Sedgwick County, Kansas.
WHEREAS, declarant is desirous to file notice that a comm Metropolitan Area Planning Department, located on the 10	nunity unit plan approved by the Wichita City council is on file with Oth Floor, City Hall, Wichita, Kansas, (316)268-4421.
Kiser West Second Addition to	Wichita, Sedgwick County, Kansas.
WHEREAS, declarant is the owner of all or a portion of the	e following described property:
Limited Liability Company, hereinafter called "Declarant".  WITNESS	, 2011, by <u>VENTURE SEVEN DEVELOPMENT, LLC, a Kansas</u> SETH

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## CERTIFICATE

Sedgwick County ) SS State of Kansas )
I, <u>George Laham, Manager, Venture Seven Development, LLC, a Kansas Limited Liability Company,</u> owner and plattor of <u>Kiser Westernord</u> Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichite Sedgwick County, Kansas;
1. Storm Water Drainage Petition (1)
As a result of the above mentioned petitions for improvements, lots within <u>Kiser West Second</u> Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.
Signed this day of, 20
VENTURE SEVEN DEVELOPMENT, LLC, A Kansas Limited Liability Company
By: George Laham, Manager
Sedgwick County ) SS State of Kansas )
Be it remembered that on this day of, 2011, before me a Notary Public in and for said State and County, came <u>George Laham, Manager</u> , <u>Venture Seven Development</u> , <u>LLC</u> , a <u>Kansas Limited Liability Company</u> , to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.
(SEAL) Notary Public:
My Appointment Expires:
APPROVED AS TO FORM:
Gary E. Rebenstorf, Director of Law City of Wichita, Kansas

CERTIFICATE – KISER WEST SECOND ADDITION (City) 10514

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** SUB2009-00080 -- Plat of Twin Mill Estates located on the northeast corner of

127<sup>th</sup> Street East and 39<sup>th</sup> Street South. (County)

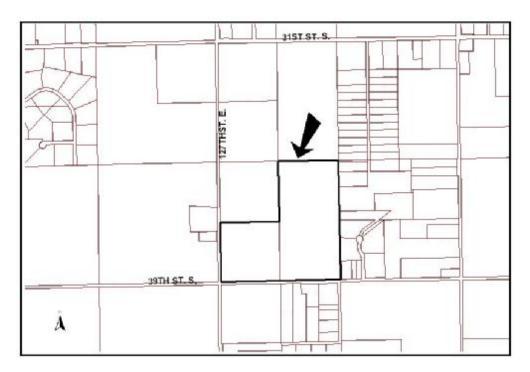
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

\_\_\_\_\_

**<u>Staff Recommendation</u>**: Approve the plat.

**MAPC Recommendation:** Approve the plat. (13-0)



**Background:** The site, consisting of 19 lots on 120.87 acres, is zoned RR Rural Residential and is located in the County within three miles of Wichita's corporate boundary.

<u>Analysis</u>: The site is located within the Sedgwick County Rural Water District No. 3. The site has been approved by County Code Enforcement for the use of on-site sanitary sewer facilities. The applicant has submitted a 100 percent Petition and a Certificate of Petition for future sewer improvements. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Restrictive Covenant joining six lots together until construction of a public street. Paving improvements have been handled by the County.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

<u>Goal Impact</u>: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

<u>Legal Considerations</u>: The Certificate of Petition, Restrictive Covenants and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

<u>Recommendations/Actions</u>: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

**Attachments:** Certificate of Petition

**Restrictive Covenants** 

Resolution

#### RESOLUTION NO. 11-157

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 427, FOUR MILE CREEK SEWER (NORTH OF 39TH ST. SOUTH, EAST OF 127TH ST. EAST) 468-84777 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 427, FOUR MILE CREEK SEWER (NORTH OF 39TH ST. SOUTH, EAST OF 127TH ST. EAST) 468-84777 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 427, Four Mile Creek Sewer (north of 39th St. South, east of 127th St. East) 468-84777.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Forty-Three Thousand Dollars (\$243,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount to Two Hundred Thirty-Four Thousand Four Hundred Ten Dollars (\$234,410).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## TWIN MILL ESTATES ADDITION

Lots 1 through 7, Block A Lots 1 through 12, Block B

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis with each lot paying 1/19 of the total cost of the sanitary sewer and the main benefit fee being assessed as follows:

Block A	Block B
Lot 1 \$10,189.00	Lot 1 \$10,765.00
Lot 2 \$10,032.00	Lot 2 \$10,754.00
Lot 3 \$10,032.00	Lot 3 \$10,743.00
Lot 4 \$10,032.00	Lot 4 \$10,732.00
Lot 5 \$10,032.00	Lot 5 \$10,722.00
Lot 6 \$10,032.00	Lot 6 \$19,824.00
Lot 7 \$10,023.00	Lot 7 \$13,070.00
	Lot 8 \$16,649.00
	Lot 9 \$16,088.00
	Lot 10 \$12,563.00
	Lot 11 \$14,833.00
	Lot 12 \$17,295.00

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 28<sup>th</sup> day of June, 2011.

ATTEST:	CARL BREWER, MAYOR
KAREN SUBLETT, CITY CLERK	
(SEAL)	
APPROVED AS TO FORM:	
GARY E. REBENSTORF DIRECTOR OF LAW	

## **CERTIFICATE**

CITY OF WICHITA ) SEDGWICK COUNTY) SS STATE OF KANSAS )

We, the undersigned, owners of Twin Mill Estates, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

## 1. Sanitary Sewer Improvements

As a result of the above-mentioned petition for improvements, lots or portions thereof within Twin Mill Estates, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this  $\overline{23}$  day of  $\underline{M_{\sim}}$ ,  $20\underline{11}$ .

Brock A. Beran

Manager

BAB Capital, LLC

Brock A. Beran

Certificate of Petition Page 2 of 2
CITY OF WICHITA ) SEDGWICK COUNTY ) SS STATE OF KANSAS )
The foregoing instrument was acknowledged before me this 23day of20_11, by Brock A.
Beran and Amy E. Beran, husband and wife and by Brock A. Beran, Manager of BAB Capital,
LLC on behalf of the LLC  Notary Public  Approved as to form:  My appointment expires: //28/7017_20
Gary E. Rebenstorf, Director of Law
NOTARY PUBLIC - State of Kansas  ALI M. WILEY  My Appt. Exp. 1/28 2012

## **RESTRICTIVE COVENANT**

THIS DECLARATION made this 23 day of May	20// b	v Brock A.
Beran and Amy E. Beran and BAB Capital, LLC, the "Declarant",		,

#### WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1 through 7, Block A and Lots 1 through 12, Block B, Twin Mill Estates, Sedgwick County, Kansas

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", Twin Mill Estates Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

- 1. That Reserve "A" is hereby reserved for traffic channelization, landscaping, entry monuments, irrigation, street easement, drainage and utility easement and pipeline easement.
- 2. That Reserves "B" and "C" are hereby reserved for open space, landscaping, monuments, irrigation and drainage and utilities confined to easements and pipeline easement.
- 3. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost by December 31, 2011. That Reserves and "A", "B", and "C", as designated on the plat of Twin Mill Estates, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.
- 4. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", and "C" in said Twin Mill Estates, under the same scope of responsibility as the initial phase of development.

fi'docs/office/requits/restcovd.doc 10/1/96

- 5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:
- A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in Twin Mill Estates, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the appropriate governing body. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to all lots, as platted in Twin Mill Estates, Sedgwick County, Kansas.

Executed the date and year first above written.

Brock A. Beran

y; BAB Capital, LLC.

rvianager

Restrictive Covenant Page 3 of 3	
STATE OF KANSAS ) SEDGWICK COUNTY )	
E. Beran, husband and wife and by Brock A. Beran, Mapersonally known to me to be the same person who experson duly acknowledged the execution of the same, for	anager of BAB Capital, LLC on behalf of the LLC secuted the within instrument of writing and such or and on behalf of the corporation.
and year above written.	set my hand and affixed my official seal the day
(My Appointment Expires: 1/28 / 2017)	Notary  Approved as to form:
NOTARY PUBLIC - State of Kensas  ALI M. WILEY  My Appt. Exp. 128 20 12	Gary E. Rebenstorf, Director of Law

#### **RESTRICTIVE COVENANT**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED <u>Brock A. Beran and Amy E. Beran</u>, are the owner's of the following described real property:

Lots, 6, 7, 8, 9, 10 and 11, Block B, Twin Mill Estates, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of the property receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lot(s) shall be retained, held and bundled together in order to assure the construction of Triple Crown Street provides access to all lots.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the road construction for Triple Crown Street is completed and accepted for public maintenance by the appropriate governing body.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the Sedgwick County Department of Public Works. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED this 23 day of May	_,20 <u>11</u> . // Approved as to form:
32/3	Jun Berge
Brock A. Beran	Amy E. Beran
	(9)
STATE OF KANSAS )	Gary E. Rebenstorf,
) SS	Director of Law
BE IT REMEMBERED, that on this 23	day of, 20, 20, before me, the y and State aforesaid, came, <u>Brock A. Beran and Amy</u>
	nown to me to be the same person who executed the
	acknowledged the execution of the same, for and on
behalf of said limited liability company.	
INTESTIMONY WHEREOF, I have here and year above written.	unto set my hand and affixed my official seal the day
My Apoil, Exp. 1/28 20 12	Avi 10her -
(My Appointment Expires: \\\\ \  \  \  \  \  \  \  \  \  \  \  \	Notary Public

## City of Wichita City Council Meeting June 28, 2011

**TO:** Mayor and City Council

**SUBJECT:** A11-02 – Request by Hawker Beechcraft Corporation and Venture Seven

Development, LLC to annex lands generally located near the southwest corner of

13<sup>th</sup> Street North and Greenwich (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

\_\_\_\_\_

**Recommendation:** Approve the annexation request.

<u>Background:</u> The City has received a request to annex 2.16 acres of land generally located near the southwest corner of 13<sup>th</sup> Street North and Greenwich. The annexation area abuts the City of Wichita to the north and east of the property. The annexation area is unplatted but is being platted as the Kiser West Second Addition, which was approved by the Metropolitan Area Planning Commission (MAPC) on May 26, 2011, and is scheduled for City Council consideration on June 28, 2011.

#### **Analysis:**

Land Use and Zoning: The annexation area consists of approximately 2.16 acres zoned "LI" Limited Industrial and is undeveloped. On May 26, 2011, the MAPC recommended approval of a zone change for the property to "GC" General Commercial and an amendment of the Kiser West Addition Community Unit Plan (DP-254), subject to platting the property within one year. Annexation of the property is a condition of the plat. The adjacent property to the north is zoned "LC" Limited Commercial and is developed with a carpet store. The adjacent property to the south is zoned "LI" Limited Industrial and is undeveloped. The adjacent property to the east is zoned "LC" Limited Commercial and is undeveloped, but has been recommended for "GC" General Commercial zoning by the MAPC. The property to the west is zoned "LI" Limited Industrial and is developed with an airfield.

<u>Public Services</u>: Water service is available to serve the subject property from a 16-inch main located in Greenwich. Sanitary sewer service is available to serve the subject property from an eight-inch main located in Greenwich. As a condition of the plat, the applicant is responsible for installing or providing a guarantee for the extension of water service lines and sewer laterals to serve the subject property.

<u>Street System:</u> The plat of the subject property approves one full-movement access drive and one right turn only access drive to Greenwich, a five- to seven-lane arterial street. The plat of the subject property approves one right turn only access drive to 13<sup>th</sup> Street North, a five-lane arterial street.

<u>Public Safety:</u> Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Fire Station No. 18 at 2808 N. Webb is the nearest fire station to the site. Upon annexation, police protection will be provided to the area by the Patrol East Bureau of the Wichita Police Department, headquartered at 350 S. Edgemoor.

<u>Parks</u>: Undeveloped park land near the intersection of Central and Bristol, located approximately one mile southeast of the subject property at 11608 E. Central is the nearest park. Plans for improvements to the undeveloped park land are underway. The Parks, Recreation and Open Space Plan identifies a proposed pathway along 13<sup>th</sup> Street North that is adjacent to the subject property to the north.

<u>School District:</u> The annexation property is part of Unified School District 259 (Wichita School District). Annexation will not change the school district.

<u>Comprehensive Plan:</u> The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

<u>Financial Considerations:</u> The current approximate appraised value of the proposed annexation lands, according to County records, is \$540 with a total assessed value of \$162. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$6 in City annual property tax revenues for the property upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating approximately 40,000 square feet of commercial development over the next five years. The total appraised value of the commercial development after completion is estimated at approximately \$6.1 million. Assuming the current City levy remains about the same, this would roughly yield a total of approximately \$48,768 in City annual tax revenues.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

<u>Legal Considerations:</u> The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachment:** Map Sheet

Ordinance

#### OCA150004

#### PUBLISHED IN THE WICHITA EAGLE ON JULY 15, 2011

#### ORDINANCE NO.49-028

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A11-02)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

A tract of land lying within the Northeast Quarter, of Section 16, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follows: BEGINNING at the northwest corner of Lot 3, Block 1, Kiser West Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the west line of said addition on a platted bearing of S01°03'27"E, 280.13 feet; thence S88°56'33"W, 337.33 feet; thence N00°32'23"W, 279.88 feet to the southwest corner of Lot 1, Block 1, said Kiser West Addition; thence along the south lines of Lots 1, and 2, Block 1, said Kiser West Addition, N88°53'55"E, 334.80 feet to the POINT OF BEGINNING.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

Ordinance (A11-02)

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this July 12<sup>th</sup>, 2011.

Carl Brewer, Mayor	
ATTEST:	
Karen Sublett, City Clerk	
Approved as to form:	

Gary E. Rebenstorf, Director of Law

## **Planning Agenda**

Item:

A11-02

Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** 

SEDGWICK COUNTY

South 13<sup>th</sup> Street North and west of Greenwich Road

Address:	1009 N. Greenwich Rd.	Reason(	s) for Annexation:
2.16	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zon	ing: "LI" Limited Industrial		



## City of Wichita City Council Meeting June 28, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Electrical and Communication Duct Bank Extensions

Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

**Recommendation:** Approve the Supplemental Agreement.

**Background:** On November 4, 2008, a project budget of \$2,600,000 was established for electrical and communication duct bank expansion and electrical system upgrades. On March 3, 2009, the Wichita Airport Authority approved a contract with Professional Engineering Consultants (PEC) to provide the professional services. The first phase of this project was completed in 2009 and this phase continues the expansion and upgrades.

<u>Analysis:</u> This Supplemental Agreement provides additional design and bid phase services for the second phase of the project.

<u>Financial Considerations:</u> The Supplemental Agreement includes \$87,188 for additional design and \$4,000 for bid phase services for a total amount of \$91,188. Funding for these services is within the approved budget. Following is a list of the total contract:

	Amount	Description	Date
Contract SA No. 1	\$145,450 91,188	Contract with Professional Engineering Consultants Additional Design and Bid Phase Services	3/3/2009 6/28/2011
	\$236,638	Total Contract	

<u>Goal Impact:</u> The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

**<u>Legal Considerations:</u>** The Law Department has approved the contract as to form.

**Recommendations/Actions:** It is recommended the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

**<u>Attachments:</u>** Supplemental Agreement.

#### SUPPLEMENTAL AGREEMENT NO. 1

#### TO THE

#### AGREEMENT FOR PROFESSIONAL SERVICES

#### **BETWEEN**

#### THE WICHITA AIRPORT AUTHORITY, "OWNER",

#### AND

## PROFESSIONAL ENGINEERING CONSULTANTS "CONSULTANT",

#### WITNESSETH:

WHEREAS, there now exists a Contract, dated February 24, 2009 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Electrical and Communication Duct Banks Extensions.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

#### A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

- 1) Design and bid phase services for electrical and communications duct banks and sidewalk extensions as described hereinafter and shown on Exhibit SA1-A.
  - a) New Vista Vacuum Fault Interrupter located east of the Park and Ride parking lot with new feeders and sectionalizing cabinet to re-feed the Hertz and Budget Rental Car facilities.
  - b) New transformer for the Hertz facility.
  - c) Separated electrical duct bank system for the future terminal 12,470 volt power circuits that will parallel other electrical circuit duct banks.
  - d) Duct banks and normal loop duct banks will have manholes, pad vaults and structures to effectively separate the circuits.
  - e) Communications duct from Crossfield Road south along Air Cargo Road to tie into an existing communications duct north of the Mid-Continent Drive access ramp.
  - f) Communication duct from CMH-704 to a communication handhole located in the northeast corner of the North Cargo Building parking lot.

- g) Communications duct from Midfield Road east to an existing communications manhole north of 1761 Airport Road.
- h) Communications duct from just south of Harry Street north along Airport Road to connect with the communication duct northwest of 1590 Airport Road.
- i) Conduit from CMH-703 to 1935 Midfield Road. Conduit to be routed to northwest corner of building.
- j) Fiber optic cable from 1935 Midfield Road to the West Data Center in the Administration Building.
- k) Sidewalk extensions.

#### B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A, shall be amended to include the following:

1) Payment to the CONSULTANT for the performance of additional design and bid services shall be a lump sum amount of \$91,187.80 of which \$87,187.80 is for design phase services and \$4,000.000 is for bid phase services. Refer to Exhibit SA1-B for a detailed fee schedule.

#### D. SCHEDULE

The schedule for the design services shall be as shown on Exhibit SA1-C.

#### C. PROVISIONS OF THE ORIGINAL CONTRACT

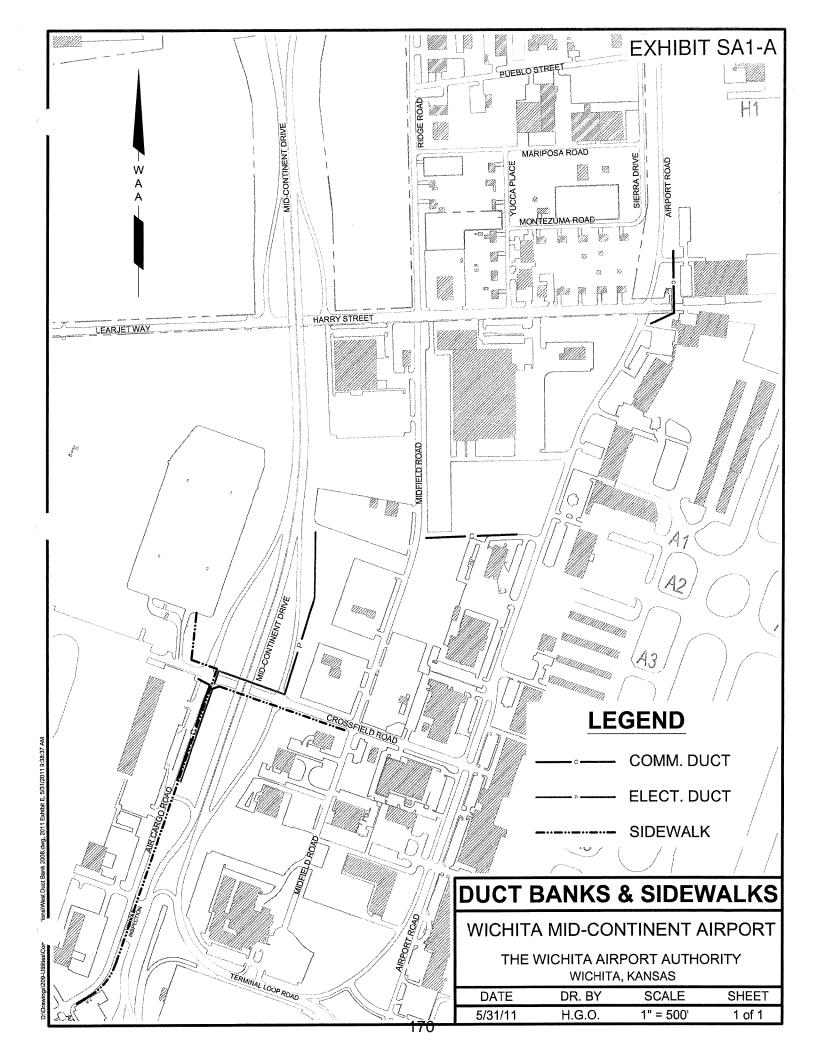
The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

	IN WITNESS WHEREOF, the OWNER a Agreement as of this day o	and the CONSULTANT executes this Supplemental f, 2011.
ATT	EST:	WICHITA AIRPORT AUTHORITY WICHITA, KANSAS
By:	Karen Sublett, City Clerk  Victor White, Director of Airports	By: Carl Brewer, President "OWNER"
		ATTEST:

By: Deletife	ege By:	MAS
Title: PEC COO	Title: Trucipal	
APPROVED AS TO FORM:	bus Etherst Nain	Date: 6-15-11

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JUN 1 4 2011 W.A.A.



## FEE SCHEDULE

## Staff Hours, Fees and Expenses

Design Phase	Weighted		
	Hours	Hourly Rate	Fees
Electrical Engineer	340 hrs	\$100.00	\$34,000
Survey	220 hrs	\$ 79.54	\$17,498.80
Pot Holing Utility Conflicts (Actual Cost)			\$14,089
Civil Engineer	60 hrs	\$100.00	\$6,000
CADD Technicians	240 hrs	\$ 65.00	\$15,600
Bid Phase			
Engineer	40 hrs	\$100.00	<u>\$4,000</u>
	Lump Sum Total		\$91,187.80
Total			\$91,187.80

#### Exclusions:

- Additional printing costs beyond those required by design submittals and final sealed plans shall be specifically excluded from the Scope of Services to be provided by PEC. Construction Administration and Inspection Services. 1.
- 2.

## **EXHIBIT SA1-C**

## PROJECT SCHEDULE

Preliminary Plans	4 Weeks
Owner Review	2 Weeks
Final Plans	6 Weeks
Owner Review	1 Week
Construction Documents	5 Days

## City of Wichita City Council Meeting June 28, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Airfield Pavement Joint Reseal

Change Order No. 1

Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

**Recommendation:** Approve Change Order No. 1.

**Background:** On March 8, 2011, through the Board of Bids process, the Wichita Airport Authority (WAA) contracted with Scodeller Construction to remove and replace the joint sealant on Taxiways C, D, and M-1.

<u>Analysis:</u> Due to favorable bidding conditions, Change Order No. 1 allows the contractor to reseal more joints at the unit bid price and adjusts final quantities. Following is a list of contract changes:

	Amount	Description	Date
Contract	\$91,640	Contract with Scodeller	3/8/2011
CO No. 1	18,557	Adjust final quantities	6/28/2011
	\$110,197	Total Contract	

<u>Financial Considerations:</u> The cost of this change order is an increase of \$18,557 and reflects a twenty percent increase over the original contract. Funding is included in the 2011 Adopted Operating Budget.

<u>Goal Impact:</u> The Airport's contribution to the Economic Vitality of Wichita is promoted through the maintenance of the infrastructure needed to meet the demands of the aviation community.

**Legal Considerations:** The Law Department has approved the Change Order as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

**<u>Attachments:</u>** Change Order No.1.

## **CHANGE ORDER**

Date: 9 May 2011		No.	1 - Final
OWNER'S Project No. NA  Project: 2011 Airfield Pavement Joint		et No.	NA
Contractor: Scodeller Construction, l	nc. Cor	ntract Date:	8 March 2011
Nature of changes:  1. Additional quantity of joint seala	nt removal and instal	lation within twe	enty-five percent
limit.  2. Adjustment of final quantities to	reflect actual work co	ompleted.	
Attachments:  1. Letter dated May 2, 2011, indicating	increase in quantity.		
These changes result in the following a	djustment of Contrac	t price and Conf	ract time:
Contract price prior to this Change Ord	er	\$	91,640.00
Net (increase) <del>(decrease)</del> resulting fron	n this Change Order	\$	18,556.35
Current Contract price including this Ch	nange Order	\$	110,196.35
Contract time prior to this Change Orde	er	90 (Days <del>or Date)</del>	
Net (increase) <del>(decrease)</del> resulting fron	n this Change Order		22 (Days)
Current Contract time including this Ch	ange Order	112 (Days <del>or</del>	
The changes are accepted.  Date: 5-/6-//	<del></del>	Ron Budd, I	TRACTOR Division Manager, Construction, inc.

REGENED

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Page 1 of 2

MAY 19 2011

MAY 19 2011

The changes are approved:	
Date: S - 20 - 11	barne Jack
	John M. Oswald, P.E.,
	Wichita Airport Authority
You are directed to make the changes noted:	
Dated:	
	OWNER – WICHITA AIRPORT AUTHORITY Carl Brewer
Approved as to form:	
Date: 5-26-11	
Director of Law	



#### **Wichita Airport Authority**

May 2, 2011

Ron Budd Division Manager Scodeller Construction 51722 Grand River Wixom, MI 48393

RE:

Wichita Mid-Continent Airport

2011 Airfield Pavement Joint Reseal

Dear Mr. Budd:

Per <u>Specification Section 104.11 ALTERATION OF WORK AND QUANTITIES</u>, this is your notification to add an additional 15,500 L.F. of joints on the referenced project at the bid price of \$1.47/L.F. This is a 25% increase in the contract quantities, which will set the new limit of resealed joints at 77,500 L.F. The Airport will adjust the final quantity to match an appropriate ending point at or below the new limit. Please work with Airport staff regarding the location of the added work and the exact quantity.

Since we are increasing the contract quantity, we will also be increasing the contract days by an additional 22 calendar days. The 22 calendar days were calculated based on the original 90 calendar day schedule to complete the original contract quantity or work.

Should you have questions or issues with the above determinations, please respond in writing by close of business Friday, May 6, 2011. Otherwise, the increase in contract quantities and calendar days to the contract will be incorporated into a Final Change Order.

Wichita Airport Authority

John M. Oswald, P.E.

Airport Engineering and Planning Manager

CC:

Don Dearmont, Construction Superintendent Reno Villegas, Engineering Technician II—— Roy Freese, Airport Operations Coordinnator

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MAY 1 9 2011

W.A.A.